

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
JUNE 22, 2020, 5:30 PM

Please join my meeting.

<https://global.gotomeeting.com/join/656514925>

United States: +1 (312) 757-3119

United States (toll-free): 1 866 899 4679

Access Code: 656-514-925

To make a written comment on a specific item, please fill out this form or drop your written comment in the parking ticket box before 4:00 PM, on June 22, 2020.

A. NOTICE TO PUBLIC

The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilor specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

F. CONSENT AGENDA

1. Approve Council Minutes, June 8, 2020, And Bill List \$2,180,132.31

Documents:

[2020-06-08 Council Minutes.pdf](#)

2. Receipt Of Building Permit Report, May 2020

Documents:

[0520.pdf](#)

3. Receipt Of Civil Service Promotional Hire List

Police Department promotional list

Documents:

[2020-06-16_Certified Civil Service promotional List Police Lieutenant June 16 2020.pdf](#)

4. Approve May 2020 Financial Statements

Documents:

[May 2020 Financials Memo.pdf](#)
[MAY 2020 Financial Statements.pdf](#)

5. Approve Renewal State Of Iowa Alcohol Permits

Center Street Station, 19-21 N. Center St.
Git N-Go Convenience Stores #34, 3302 S. Center St.
Git N-Go Convenience Stores #35, 902 W Lincolnway
GROCERY STORE Y TORTILLERIA LA VECINDAD, 505 N 3RD AVE
Hy-Vee Gas, 808 S Center St
JB Bar, 915 Turner St.
Legends American Grill, 2902 South Center Street

6. Approve Renewal Applications For State Of Iowa Retail Cigarette, Tobacco, Nicotine And Vapor Licenses, Through 6/30/2021

Food & Gas Mart, 613 N 3rd Ave
Git-N-Go Convenience Stores #34, 3302 S Center St
Git-N-Go Convenience Stores #35, 902 W Lincoln Way
East Side Liquor and Groceries, 1116 E Nevada St
FA786 INC/ LIQUOR & GROCERY DEPOT, 114 N CENTER ST
Jiffy Convenience Stores, 111 S 3rd Ave
Vaughn's Pub, 22 N 1st Ave

7. Approve Liquor License Premise Update, HyVee, 802 S Center Street

Documents:

[06-22-2020_HyVee Premise Update_200616 AOL SITE PLANS - MARSHALLTOWN.pdf](#)

8. Approve Renewal Tree Trimmer License, Marshall County Tree Lawn Service M. Liskowiak, License To Expire 4/30/2021

Documents:

[2021-04-30_MARSHALL COUNTY TREE SERVICE APPLICATION.pdf](#)

9. RESOLUTION 2020-171 APPROVING CITY FEES, EFFECTIVE JULY 1, 2020.

Documents:

[2020-06-22_2020-_FEES RES APPROVING CITY FEES.pdf](#)
[2020-06-22_RES FEE EXHIBIT FeeReview.pdf](#)

10. RESOLUTION 2020-172 APPROVING FACADE GRANT APPLICATION FOR 207 E. MAIN STREET

Documents:

[Resolution to Approve Facade Grant Application for 207 E Main Street.pdf](#)
[207 E Main Street Daves Bar Facade City Council Request 2020.pdf](#)
[FacadeGrantListing Updated June 22 2020.pdf](#)

11. RESOLUTION 2020-190 TO APPROVE THE FAÇADE GRANT APPLICATION FOR 32 E. MAIN STREET AND 8 N. 1st AVE., MARSHALLTOWN, IOWA

Documents:

[Resolution to Approve Facade Application for 32 E Main Street and 8 N 1st Ave.pdf](#)
[32 E Main and 8 N 1st Ave BPlus Facade City Council Request.pdf](#)

12. RESOLUTION 2020-173 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA HIGHWAY 14 FROM IOWA AVENUE TO WOODLAND STREET WITH THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

Documents:

[Annual DOT.pdf](#)
[Marshalltown.pdf](#)

13. RESOLUTION 2020-174 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA VETERANS HOME WITH THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

Documents:

[Annal RES DOT IVH roadway agreement.pdf](#)
[IVH-Marshalltown.pdf](#)

14. RESOLUTION 2020-175 APPROVING CONTRACT CHANGE ORDER #1 FOR THE 2019 PCC PATCH REPAIR PROJECT # STR19002 AN INCREASE OF \$24,104.10

Documents:

[ResChange order .pdf](#)
[CO1001.pdf](#)
[06-22-2020_2020-176_STR19002_Memo_Statement of Completion.pdf](#)

15. RESOLUTION 2020-176 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE PCC PATCH REPAIR, PROJECT STR19002, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$173,125.10

Documents:

[Completion.pdf](#)
[Completion001.pdf](#)
[06-22-2020_2020-176_STR19002_Memo_Statement of Completion.pdf](#)

16. RESOLUTION 2020-177 APPROVING CONTRACT CHANGE ORDER #1 FOR THE S. 7TH AVENUE TO E SOUTHRIDGE ROAD EXTENSION PROJECT # ECO18001 AN INCREASE OF \$107,092.00

Documents:

[ResChange order .pdf](#)
[S. 7th Southridge001.pdf](#)
[6-22-2020_ConStruct 7th Ave CO1 Memo.pdf](#)
[Change Order 1 Merge 06 04 20.pdf](#)

17. RESOLUTION 2020-178 APPROVING CONTRACT CHANGE ORDERS #19, 20, 22-25, 27-29 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION PROJECT, AN INCREASE OF \$ 14,616.35

Documents:

[Garling CO 22 LVT Credit at Stairs - Signed.pdf](#)
[Garling CO 19 - FB 5 Mechanical Work - Signed.pdf](#)
[Garling CO 20 - Roof Drain Storm Piping - Signed.pdf](#)
[Garling CO 27 - Vets Gallery L8 Light Fixture - Signed.pdf](#)
[Garling CO 28 - FB13 Flagpole Lights - Signed.pdf](#)
[Garling CO 29 - FB09 Diffusers-Storm - Signed.pdf](#)
[Garling CO 25 - FB10 Concession Revised Layout - signed.pdf](#)
[CPMI Recommendation - COR 0019 0020 0022 0023](#)

0024.pdf
CPMI Recommendation - COR 0025 0027 0028 0029.pdf
06-22-2020_2020-178_Memo on Coliseum Change Order
19, 20, 22-25, 27-29.pdf
06-22-2020_2020-178_Res for VMC CHANGE ORDERS
19, 20, 22-25, 27-29.pdf
Garling CO 23 FB06 Ceiling Change - Signed.pdf
Garling CO 24 FB07 - Masonry Infills West Wall - Signed.pdf

18. TENTATIVE RESOLUTION 2020-179 ACCEPTING
SUBORDINATION AGREEMENT FOR PROPERTY INTEREST AT
1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD
HAZARD CONTROL PROJECT NO. 53511029

Documents:

CC_Mem_Sub_1222 Oxford Ave_Liscomb_2020.pdf
1222 Oxford Ave_Liscomb_Application_061120.pdf
tent res 1222 Oxford Ave_Liscomb_2020.pdf
res adopt tent res 1222 Oxford Ave_Liscomb_2020.pdf

19. RESOLUTION 2020-186 SETTING A PUBLIC HEARING FOR THE
VOLUNTARY ANNEXATION OF 2424 233RD STREET,
MARSHALLTOWN, IA 50158

Documents:

06-22-2020_2020-186_RES Olson Annexation Set
Hearing.pdf
06-22-2020_2020-186_CC Memo Olson Annexation.pdf
06-22-2020_2020-186_Olson Application_061520.pdf

20. RESOLUTION 2020-187 SETTING A PUBLIC HEARING FOR THE
VOLUNTARY ANNEXATION OF PARCEL 8317-05-200-005,
MARSHALLTOWN, IA 50158

Documents:

06-22-2020_2020-187_MartinMarietta Annexation Set
Hearing.pdf
06-22-2020_2020-187_CC Memo Martin Marietta.pdf
06-22-2020_2020-187_MartinMarietta Application.pdf

21. RESOLUTION 2020-188 APPROVING CONTRACTS FOR
PROPERTY ACQUISITION, PERMANENT AND TEMPORARY AND
PERSCRPTIVE EASEMENT ACQUISITION, AND PAYMENT OF
LANDSCAPE DAMAGES FOR THE S. FIRST STREET PARKING
LOT STORMWATER IMPROVEMENTS PROJECT NO. PLT19001

Documents:

Property Purchase.pdf
Purchase Agr - City of Mtown - Copy (1).pdf

22. RESOLUTION 2020-191 TO APPROVE THE STATE RECREATIONAL TRAIL APPLICATION FOR THE IOWA RIVER'S EDGE TRAIL

Documents:

[marshalltown state rec trail resolution 07012020.pdf](#)

23. RESOLUTION 2020-192 APPROVING 28E INTERAGENCY AGREEMENT BETWEEN IOWA DEPARTMENT OF INSPECTIONS AND APPEALS AND CITY OF MARSHALLTOWN, AGREEMENT EXPIRES AUGUST 22, 2021

Documents:

[DIA_Res_28E_DIA.pdf](#)
[DIA_MEMO_28E DIA.pdf](#)
[DIA.CityofMarshalltownHUD.28E.pdf](#)

G. **MOTIONS**

1. Approve New Alcohol License, New Owner, Best Western Regency Inn/Bella Sera

Documents:

[2020-06-22_NEW BEST WESTERN_LicenseApplication.pdf](#)

H. **RESOLUTIONS**

1. RESOLUTION 2020-180 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE WASHINGTON STREET EXTENSION PROJECT ECO2001 IN THE AMOUNT OF \$576,560.00

Documents:

[ECO20001 Res Accept Bid Washington St.pdf](#)

2. RESOLUTION 2020-185 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FOX ENGINEERING FOR WPCP AND SANITARY SEWER INFRASTRUCTURE IMPROVEMENT PLANNING, IN THE CITY OF MARSHALLTOWN, IOWA.

Documents:

[FOX - Marshalltown Agreement.pdf](#)
[Professional Services agreement Reso.pdf](#)

3. RESOLUTION 2020-183 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FOX ENGINEERING FOR THE 2020 SANITARY SEWER REHABILITATION PROJECT-CIPP, IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF

\$25,000.00

Documents:

2020 Sanitary Sewer Rehab CIPP - FOX.pdf
Professional Services agreement Reso.pdf

4. RESOLUTION 2020-184 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FOX ENGINEERING FOR THE WPCP HEADWORKS AND DIGESTER IMPROVEMENTS, IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$22,700.00

Documents:

Professional Services agreement Reso WPCP.pdf
Headworks and Digester.pdf

5. PUBLIC HEARING AND RESOLUTION 2020-181 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO DAVID E. THOMPSON AND KATHLEEN A. THOMPSON TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF WARRANTY DEED

Documents:

06-22-2020_2020-_RES ADOPT SALE BY WARRANTY DEED THOMPSON 109 S 1ST AVE.pdf
06-08-2020_2020-162_Executed Sales Contract Thompson_.pdf

6. PUBLIC HEARING AND RESOLUTION 2020-182 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 1ST STREET PARKING LOT RENOVATION PROJECT, PROJECT NO. PLT19001

<https://www.marshalltown-ia.gov/Bids.aspx?BidID=81>

Documents:

05-26-2020_2020-143_PLT19001 Memo to Order Construction.pdf
PLT19001 Reso.pdf

I. ORDINANCES

1. ORDINANCE 14997 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 118, PEDDLERS AND SOLICITORS RELATING TO MOBILE FACILITIES OR VEHICLES, THIRD READING

Public hearing is not required.

Documents:

14997 ORDINANCE TRANSIENT VEHICLE INSPECTION -

[FIRE CODE COMPLIANCE.pdf](#)
[14997_MEMO.pdf](#)

2. ORDINANCE 14998 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 72, PARKING RULES, RELATING TO PARKING PENALTY, THIRD READING

Public hearing not required.

Documents:

[14998_MEMO PARKING FEE.pdf](#)
[14998_ORDINANCE PARKING PENALTY.pdf](#)

3. ORDINANCE 14999 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY ADDING CHAPTER 134, NOISE CONTROL AND AMENDING OR REPEALING CONFLICTING SECTIONS, First Reading

Staff request to waive a reading, due to enforcement issues. Public Hearing is not required.

Documents:

[14999 ORDINANCE NOISE CONTROL - TO ADOPT NEW SECTIONS.pdf](#)
[Chapter 134 Noise Ord Memo.pdf](#)

4. ORDINANCE 15000, TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS, SCHEDULE V YIELD INTERSECTIONS AND SCHEDULE IV TRAFFIC SIGNALS, First Reading.

Public hearing is not required.

Documents:

[15000 ORDINANCE SIGNS CH 76 NEW SCHEDULES Yield Stop Sign and Signal.pdf](#)

J. DISCUSSION

1. Airport Terminal And Hangar Alternates

Documents:

[Alternatives Discussion for Council - 6-16-20.pdf](#)

2. MCBD Request For Incentive Grant Funding

Documents:

[City Council Incentive Grant Letter June 2020 draft.pdf](#)
[Memo on MCBF Request.pdf](#)
[Cash Balances FY20 and projected FY21 for June 22 2020 Council meeting.pdf](#)

3. Request To Vacate Alley Near 107 N. Center St.

Documents:

[Memo on 107 N Center Alley Vacation.pdf](#)
[107 N Center St - alley map and calculation.pdf](#)
[Request from Jose Regalado- Alley.pdf](#)

4. Bankrupt And Other Public Sales, Repeal Of Antiquated Code Sections

Documents:

[sales_Bankrupt Stores MEMO.pdf](#)
[sales_proposed ORDINANCE repealing BANKRUPT STORES, OUT OF BUSINESS SALES.pdf](#)
[Sales 1964 ordinance and app-business-going-out-sale.pdf](#)

5. E Linn Street Parking, Between S Center Street And S 3rd Avenue

Documents:

[150xxx MEMO E Linn Street parking.pdf](#)
[150xxx ORDINANCE No Parking CH 77 Schedule II.pdf](#)

6. Review Of 2019 GO Bond And Final Review Of FY21 Borrowing

Documents:

[Memo 2019 GO FY21 Bond.pdf](#)

7. Discussion Of Easement Acquisition-12th Ave Sidewalk

Documents:

[03-23-2020_12th Ave Sidewalk Acquisition Memo.pdf](#)

K. PUBLIC COMMENT

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meetings laws.

L. ADJOURN

MISSION STATEMENT

The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news. www.marshalltown-ia.gov

Council proceedings
June 8, 2020

Mayor Greer called the meeting to order at 5:30 PM, June 8, 2020, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin. Martin fully participated via speakerphone. Due to COVID-19 imposed distancing, the public attended via Go-To-Meeting, and had options to present written comments prior to the meeting, as well as during the meeting via the interactive live-stream meeting.

CONSENT AGENDA:

Gowdy moved to adopt the consent agenda, removing item #8: Approve May 26, 2020, Minutes And Bill List \$1,106,712.56; Appoint Mike Mason And Carol Hibbs To Fisher Community Center Board; Approve New Tree Trimmer License, Joe Otten, Dba Speedy's Lawn Care Services, EXP 6/14/2021; Approve New Tree Trimmer License, Jose's Tree Service, Jose Zamora, Ins Expires 5-2-2021; Receipt Of Civil Service Certified New Hire List, Police New Hires; RESOLUTION 2020-160 APPROVING FACADE GRANT FOR BIG 8 TYRE; RESOLUTION 2020-161 APPROVING AN AGREEMENT WITH IOWA VALLEY COMMUNITY COLLEGE DISTRICT FOR THE OPERATIONS OF A GOVERNMENT/EDUCATION CABLE TELEVISION CHANNEL AND COMMUNITY MARKETING; RESOLUTION 2020-166 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR AIRPORT HANGAR PROJECT APR19001 FOR CLAPSADDLE-GARBER ASSOCIATES, INC. AN INCREASE OF \$53,836.00; RESOLUTION 2020-167 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR AIRPORT TERMINAL PROJECT APR19001 FOR CLAPSADDLE-GARBER ASSOCIATES, INC. AN INCREASE OF \$107,600.00; RESOLUTION 2020-168 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR AIRPORT VAULT PROJECT APR19001 FOR CLAPSADDLE-GARBER ASSOCIATES, INC. AN INCREASE OF \$39,400.00; RESOLUTION 2020-169 TO APPROVE FEDERAL GRANT AGREEMENT #3-19-0058-0017-2020 TO CONSTRUCT HANGAR PHASE 2 FOR THE MARSHALLTOWN MUNICIPAL AIRPORT PROJECT ARP19001, second by Wirin. Motion carried 6-1, Hoop dissenting.

Wirin moved to amend and approve RESOLUTION 2020-165 APPROVING CONTRACT CHANGE ORDER FOR THE WPCP DIGESTER CLEANING AN INCREASE OF \$52,275.20, second by Cahill. Resolution adopted 7-0.

RESOLUTIONS:

Isom moved to adopt TENTATIVE RESOLUTION 2020-162 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO DAVID AND KATHLEEN THOMPSON, \$172,000, second by Wirin. An auction was held and the public hearing for the sale of 109 S 1st Avenue and 8 E Linn Street is scheduled for June 22, 2020. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2020-163 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE EAST MERLE HIBBS EXTENSION PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. ECO19001 IN THE AMOUNT OF \$2,553,470.75, second by Wirin. Resolution adopted 6-1, Thompson dissenting.

Martin moved to adopt RESOLUTION 2020-164 APPROVING AMENDED #1 ENGINEERING SERVICES AGREEMENT FOR E. MERLE HIBBS ROAD CONSTRUCTION PROJECT ECO19001 FOR MCCLURE ENGINEERING CO. AN INCREASE OF \$45,754.00, second by Isom. Resolution adopted 6-1, Thompson dissenting.

PUBLIC HEARING - project plans and specifications

Mayor Greer declared the public hearing open RESOLUTION 2020-170 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WASHINGTON STREET EXTENSION PROJECT NO. ECO20001 at 5:57 PM. There were no written comments, nor any public comments from the interactive web meeting. Mayor Greer closed the public hearing at 6:02 PM.

Thompson moved to adopt RESOLUTION 2020-170 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WASHINGTON STREET EXTENSION PROJECT NO. ECO20001, second by Isom. Resolution adopted 7-0.

ORDINANCES:

Isom moved to adopt the second reading of ORDINANCE 14997 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 118, PEDDLERS AND SOLICITORS RELATING TO MOBILE FACILITIES OR VEHICLES, second by Gowdy. Second reading adopted 7-0.

Wirin moved to adopt the second reading of ORDINANCE 14998 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, BY AMENDING CHAPTER 72, PARKING RULES, RELATING TO PARKING PENALTY, second by Thompson. Second reading adopted 6-1, Cahill dissenting, due to the lack of adequate off-street parking in First Ward.

DISCUSSION:

The council discussed the following items:

UnityPoint Health (UPH) South Campus, Secondary Public Street Access. Representatives from Unity Point Health were present to discuss expansion of the services on South Center Street campus, and the request for a secondary public access. Three options were presented to the council. Mindy Bryngelson, representing CGA, answered questions relating to the site plan. UPH informed the council their road budget was limited to \$165,000 and asked the council to assist with construction costs if the council required a city street, as recommended by city staff. Neighboring properties include a residence, New Hope Christian Church. Mayor

Greer asked that the council be given time to reflect, noting UPH campus construction is slated for September 2020.

Central Iowa Fair Association, project for a new sidewalk on S 12th Street and E Olive Street. Discussions continue with the Central Iowa Fair Association (CIFA) Board and the Board of Supervisors relating to the proposed sidewalk. The council reviewed the latest counter offer, which requested additional monies to purchase equipment to handle the snow. Isom moved to require a five-foot sidewalk, with \$12,000 easement payment only, second by Wirin. Motion failed 4-3, Gowdy, Hoop, Martin, Cahill dissenting. Thompson moved to reject the council offer, second by Hoop. Motion withdrawn by Thompson. Thompson moved to require a five-foot sidewalk, with \$21,000 easement payment, second by Isom. Motion failed 4-3, Isom, Wirin, Gowdy and Hoop dissenting. The council noted that all the other offer letters have been signed, with no easements being recorded. Wirin asked if the Fair Board had met with the department of corrections to see if they had any individuals needing community service hours, as the sidewalk also benefits the halfway house residents. Cahill moved to require a eight -foot path and offer \$20,000 easement, with the condition they do the snow removal, second by Thompson. Motion failed 3-4, Wirin, Gowdy, Hoop, Isom dissenting. Thompson moved to require a five -foot sidewalk, and \$21,000 easement, second by Wirin. Motion carried 5-2, Hoop, Martin dissenting.

Council Member Hoop asked that the land trade with the school district resume, trading Bicentennial Park for a portion of Anson Park. Hoop moved to direct staff to proceed with the land transfer, second by Wirin. Motion carried 5-2, Isom and Thompson dissenting.

FY21 Proposed Borrowing. The council discussed the list of projects and fire truck purchase options. The council will discuss the proposed list again on June 22, and consider a resolution setting a hearing for the future bond sale on July 13. Two fire trucks are needed at this time, one can be paid for with cash on hand. Discounts are available if the fire truck is paid for in advance. The 4th Street and Meadow Lane storm sewer project could be divided into several phases to be completed over the next few years. Finance Director Steiner reminded the council the storm sewer project is not paid for by property tax dollars, but is funded entirely by the storm sewer utility revenues. Current interest rates are very favorable, with an estimate of below 2%. Steiner reviewed the proposed bond schedule payment prepared by Speer Financial, relating to the proposed GO Bond sale of \$10M.

The council discussed the following fee changes: Compost, Planning & Zoning, and Parking Ticket Collection Fees. Compost fees will increase by about 10%, Zoning fees are being increased to account for time spent on processing variance and home occupation applications, and annual parking ticket collections will be assessed on a per ticket base instead of per account.

PUBLIC COMMENT

There were no written comments, nor any public comments from the interactive web meeting. Clerk Coughenour reminded individuals to return their 2020 Census form.

ADJOURNMENT:

Meeting Adjourned at 8:08 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST :

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

Advertising

McClure.Engrg/1	8,519.67
T-R/12	972.18

Buildings/Improvements

Menards/1	48.95
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Consulting & Professional Fees

AHLERS.COONEY/1	313.50
AMERICAN.LEGAL./1	341.70
BERENS-TATE/1	3,000.00
Bernie.Lowe.Asc/1	167.15
Bolton&Menk.Inc/10	30,368.13
Fox.Engrg.Assc/2	41,728.50
GRIMES.BUCK.SCH/1	2,715.00
HDR.Engrg/1	32,165.15
Health.Partners/1	13,260.14
Howard.R.Green/1	3,058.25
Impact.7G.Inc/1	4,900.00
Lynch.Dallas.PC/2	2,046.00
TSP.Inc/1	1,492.75

Contracts

Acco.Unlimited/1	842.25
Aramark.Unfrm/2	79.63
Backflow.Preven/2	375.00
Bjelland.Plmbg/1	1,632.77
Chamber.Commerc/2	58,598.55
Construct/2	24,059.30
Garling.Constr/1	317,351.30
Hansen,S/2	766.00
Hartwig.Plmbg/3	5,508.00
Marco.Holdings/1	37.50
Marsh.Co.Landfi/1	31.90
Marshall.Co.Aud/1	9,459.00
MarshallgaamLLC/1	28,101.09
McGregor.Co/1	1,312.50
Mtn.Aviation/1	642.00
Municipal.Band/1	5,477.89
Nutri.Ject.Sys/1	108,275.20
Open.Edge/2	159.12
Palmer,J/1	1,150.00
PettyCash/1	300.00
Premier.Equip/1	0.39
Racom.Corp/3	867.45
Schendel.Pest.C/8	474.50
Schumacher.Elev/2	440.84
Servicemaster/1	1,772.00
Stericycle.Inc/3	153.25
Stone.Sanit/3	1,812.72
Tuttle.Plmbg/1	138.00
Verizon.Connect/4	420.80
Xerox.Corp/1	24.00

Debt Service

IA.Finance.Auth/2	9,890.07
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Equipment

Blue.Marble.LLC/1	4,000.00
Construct/1	23,683.50

Library Books

Baker.Taylor/7	1,200.40
BRODART.CO/1	110.36
Cengage.Learn/4	427.35
EBSCO.Subscr/1	6,174.00
Findaway.World/2	326.93
MicroMarketing./5	429.91
Midwest.Tape/1	20,000.00
OVERDRIVE,INC./6	2,675.02
RECORDED.BOOKS/1	170.43

Medical

Bernie.Lowe.Asc/1	798.40
Health.Partners/8	136,720.42
McFarland.Cl/4	365.20
Medtrak.Service/2	1,250.98
Unity.Point.Clc/4	252.00

Payroll.Deductions

American.Educa./1	64.41
AMS.INC/2	323.28
AXA/1	325.00
Collection.Svs./4	1,125.96
Colonial.Life/1	435.76
Fidelity.Securt/2	458.63
Galls.LLC/3	309.98
I.R.S./6	83,627.88
IA.Treasurer/3	17,975.00
ICMA.457/10	13,574.93
IUPAT.PPME/1	828.11
Linn.Co.Sheriff/1	251.86
PettyCash/1	300.00
Polk.Co.Sheriff/1	497.15
Streichers.Inc/1	-174.00
Teamsters238/3	1,590.08
TotalAdmin.Serv/4	8,525.91

Payroll.Net

Payroll/1	297,405.83
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Refund/Reimbursed

Alcala,J/1	62.68
Baker.Taylor/6	397.75
BRODART.CO/2	367.27
Danielson,J/1	62.65
Diggins,R/1	53.31
Dunn,M/1	52.67
Geddis,A/1	24.76
Gomez,A/1	41.15
Harrington,J/1	162.00
Hartwig,A/1	31.32
Ladehoff,D/1	31.32
Lindgren,C/1	62.68
Losing,R/1	52.67
Midwest.Tape/9	434.72
Neisess,D/1	68.00
Randall,B/1	40.00
Sanchez,A/1	29.35
TotalAdmin.Serv/1	-3,836.48

Rents/Leases

Ibarra,S/1	144.00
TOWN.APARTMENT/1	23.00

Service/Repairs

Airgas.U.S.A./1	45.80
American.P.W.A/1	1,050.00
BDH/1	280.00
Bjelland.Plmbg/1	914.14
Century.Link/26	312.97
Centurylink.Id/6	11.27
CIRO.DIIORIO/1	2,800.00
Cntrl.IA.Farm/3	1,787.35
Construct/2	653,175.92
Daves.Crane/4	3,120.00
Devig,T/2	415.00
Gale-Hazen,E/1	90.00
Gale-Hazen,K/1	120.00
Garret,M.R./1	2,500.00
GSquareProps/1	12,166.00
Heart.of.Iowa/3	821.64
IA.League.Citie/1	9,421.00
IA.Pump.Works/1	1,467.50
Language.Line.S/1	290.55

Bill List For 6-22-2020

LARRY'S.TOWING/1	25.00	Storey.Kenwrthy/1	68.64
Ledford,M/2	1,600.00	Streichers.Inc/5	2,841.10
LENZ,D/1	460.00	Thiesens.Supply/8	481.45
M.Co.Recorder/3	131.20	Trending.Media/1	190.00
McAtee.Tire/3	90.00	Vajgrt.R/1	158.88
Mediacom/1	348.09	VanGundy,D/1	14.01
Midwest.Liq.Sys/1	466.44	WPC Comp/1	1,759.00
Moran-Million,J/1	29.00	WW.Grainger/1	14.90
Mtwn.Aviation/3	3,449.24	Utilities	
Palmers.Family./1	514.00	Alliant.Energy/52	40,214.94
Rangemaster.Tra/1	865.00	Consumr.Energy/2	388.44
Scharpenter,B/1	13.00	Mtwn.Wtrwrks/1	1,163.85
T.S.Y.S./2	208.50	WoodRiver.Enrgy/3	229.75
T-R/1	215.80	Total/542	2,180,132.31
Tuttle.Plmbg/2	259.02		
WICKHAM,M/1	475.00		
Supplies/Parts			
Acco.Unlimited/1	1,801.55		
Adland.Engrvg/2	532.20		
Airgas.U.S.A./1	110.91		
Arnold.Motor.Su/31	2,139.53		
Baker.Taylor/1	8.37		
BascomTruckAuto/1	4,808.91		
BDH/4	236.91		
Bituminous.Mat/2	584.03		
BLUEGLOBES.INC/1	137.55		
BookPage/1	354.00		
BRODART.CO/1	285.00		
Cessford.Constr/2	1,516.80		
Clarke.Mosquito/1	7,146.20		
Cntrl.IA.Distr/6	6,338.40		
Cntrl.IA.Farm/2	3,649.64		
Cntrl.IA.Machin/2	1,324.82		
Cntrl.Srvs.Sppy/1	112.10		
Concrete/3	524.89		
Crop.Rite.Inc/1	600.00		
Daves.Crane/1	500.00		
DEMCO.INCORP./1	168.19		
Diamond.Vogel/2	213.78		
Digital.Ally/1	82.00		
EBSCO.Subscr/1	318.02		
Engineered.Equi/1	7,168.90		
Envisionware/5	12,843.94		
Fastenal.Co/4	2,014.91		
Galls.LLC/5	1,037.12		
IA.D.O.T/1	166.68		
IA.LEAD.ASBESTO/1	450.00		
Impact.7G.Inc/1	-75.20		
Keystone.Lab/2	244.00		
LTron.Corp/1	936.18		
Marco.Holdings/2	651.90		
Marsh.Co.Engr/25	7,616.02		
McAtee.Tire/1	687.32		
Menards/4	221.10		
Midland.Scienti/8	1,724.31		
Municipal.Ergenc/1	163.50		
N.I.A.C.C./1	6.00		
Napa.Auto/1	100.84		
Nutrien.Ag.Sol/7	3,197.55		
Office.Express/5	184.83		
Oreilly.Automot/1	9.08		
QMG.Inc./2	502.25		
Racom.Corp/1	42.00		
Sandry.Fire.Sup/2	7,107.00		
SE.Jones.Indust/1	1,088.35		
ShelteredWings/1	527.97		
Sho.Biz Inc/3	292.99		
Sign.Creations/1	680.00		

BUILDING REPORT FOR THE MONTH OF MAY 2020

MARSHALLTOWN
— I O W A —

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
25324	Allan Kent	612 North 4th Avenue	New Shed			\$3,000		\$83
25325	Rod Chyma	3001 Arnold Drive	Alter Dwelling		\$5,000			\$111
25326	Mike Waters	1714 W. Lincolnway	Alter Dwelling		\$20,000			\$321
25327	Chris Demeyer	1006 Fremont Street	New Shed			\$4,000		\$97
25328	Rogelio Lemus	611 East Main Street	Alter Dwelling		\$19,000			\$307
25329	Sherri King	209 West Ferner Street	New Shed			\$3,000		\$83
25330	Dani Minkel	504 Brentwood Place	New Shed			\$2,000		\$69
25331	Big 8 Tyre Center	102 East State Street	Alter Building				\$11,000	\$195
25332	Krantman's Inc.	100 South 18th Ave.	New Building				\$60,000	\$714
25333	Krantman's Inc.	100 South 18th Ave.	New Building				\$240,000	\$1,834
25334	City of Marshalltown	1104 East Main Street	Demolish Dwelling					Fee Waived
25335	City of Marshalltown	405 East Anson Street	Demolish Dwelling					Fee Waived
25336	City of Marshalltown	101 East Ferner Street	Demolish Dwelling					Fee Waived
25337	City of Marshalltown	402 North 3rd Avenue	Demolish Dwelling					Fee Waived
25338	City of Marshalltown	710 East State Street	Demolish Dwelling					Fee Waived
25339	City of Marshalltown	911 Jackson Street	Demolish Dwelling					Fee Waived
25340	Larry Critchfield	2001 East Church St.	Demolish Building					\$25
25341	Jason Priske	309 S. 12th Ave. Place	Alter Building				\$15,000	\$251
			TOTALS:	\$0	\$44,000	\$12,000	\$326,000	\$4,090
			TOTAL IMPROVEMENT AMOUNT: \$382,000					
				Units	Permits	Permits	Permits	Demo Permits
Scott A. Riemenschneider, Chief Building Official			# OF PERMITS:	0	0	3	4	7

Building Division Improvement Value & Fee Summary - May 2020

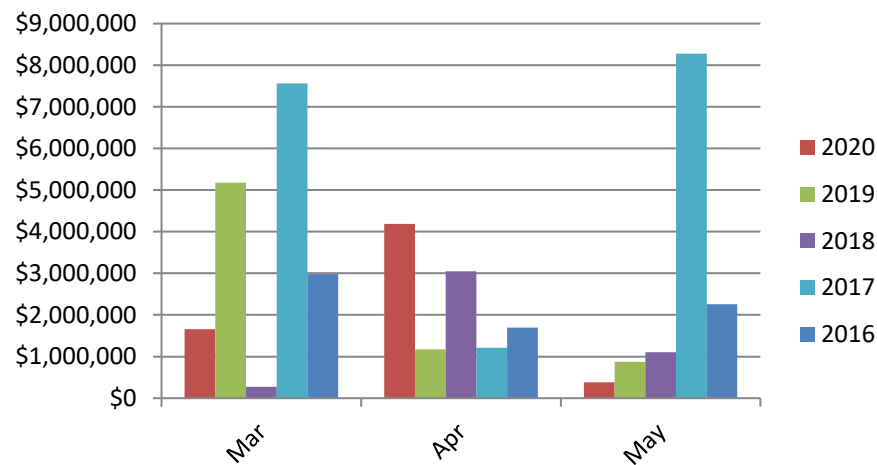
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2020	\$1,921,000	\$339,000	\$1,660,000	\$4,186,000	\$382,000								\$8,488,000
2019	\$903,000	\$3,132,000	\$5,177,000	\$1,176,000	\$870,000								\$11,258,000
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000	\$1,104,000								\$6,352,000
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000	\$8,277,000								\$17,455,000
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000	\$2,257,000								\$8,446,000

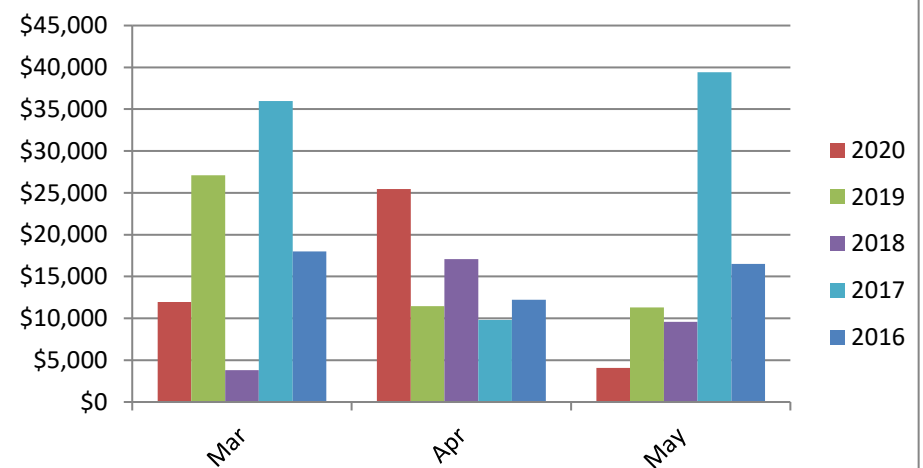
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2020	\$11,506	\$3,879	\$11,942	\$25,465	\$4,090								\$56,882
2019	\$6,828	\$16,366	\$27,102	\$11,467	\$11,308								\$73,071
2018	\$1,114	\$10,996	\$3,815	\$17,067	\$9,589								\$42,581
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400								\$90,179
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500								\$58,093

Total Improvement Value Comparison



Total Fees Received Comparison





Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

JUNE 16, 2020

TO: CIVIL SERVICE COMMISSION

FROM: MICHAEL W. TUPPER, CHIEF OF POLICE

RE: CERTIFIED HIRE LIST

POSITION: POLICE LIEUTENANT

AFTER REVIEWING ALL APPLICANTS AND THEIR QUALIFICATIONS THE FOLLOWING PERSONS WERE TESTED, INTERVIEWED AND CONSIDERED TO BEST MEET THE QUALIFICATIONS FOR THE ABOVE LISTED POSITION AND ARE RANKED BY FINAL SCORE AS FOLLOWS

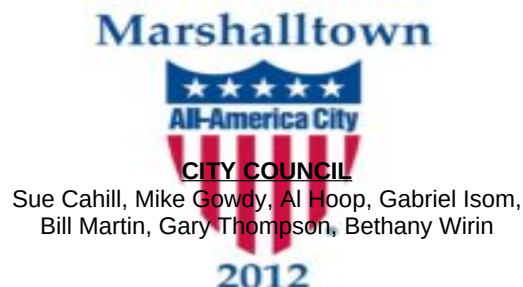
- | | |
|-------------------|-----------|
| 1. SADIE WEEKLEY | 81/100 |
| 2. ANTHONY ACCOLA | 79.25/100 |
| 3. THOMAS WATSON | 66.75/100 |

THIS LIST WILL BE VALID FOR A PERIOD NOT TO EXCEED JUNE 16, 2021.

CERTIFIED BY CIVIL SERVICE COMMISSION ON THE 16TH DAY OF JUNE 2020.

CERTIFIED ON JUNE 16, 2020, PASSED ON 3-0 VOTE BY THE COMMISSION

CIVIL SERVICE COMMISSION CHAIR



MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

June 17, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: May Monthly Financial Statements

Policy Issue: N/A.

Recommendation: Staff recommends approving the May 2020 monthly financial statements.

Background: The Finance department has prepared and reconciled the May 2020 financial statements for your review. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/19, the year-to-date revenues and expenses for 11 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month:

*\$5.5 million of principal and interest payments were made for the bonds.

*Property tax revenues of \$1.5 million were received (Due date was extended due to pandemic).

*FEMA & state revenues of \$252,114 were received for the alley debris removal and donations.

*In fund 383 (Coliseum Remodel) expenses of \$484,037 were paid to the architect and contractors.

Budget Impact: N/A

Attachment: MAY 2020 Financial Statements

cc: Jessica Kinser, City Administrator

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,761,714.82	13,794,790.85	13,961,475.94	1,595,029.73
010 - CASH FLOW RESERVE FUND	2,295,731.37	83,621.70	-	2,379,353.07
030 - CAPITAL RESERVE	237,270.57	423,916.47	588,029.37	73,157.67
031 - CAPITAL RSRV-BLDG MAINT	274,259.88	6,020.90	-	280,280.78
032 - CIP LARGE VEHICLE/EQUIPMENT	212,000.00	106,000.00	-	318,000.00
110 - ROAD USE TAX	6,078,797.75	3,376,720.32	3,247,231.83	6,208,286.24
112 - EMPLOYEE BENEFITS FUND	2,694,901.22	2,685,348.09	1,841,673.98	3,538,575.33
117 - POLICE/FIRE RETIREMENT	510,413.10	1,132,215.95	820,535.57	822,093.48
119 - EMERGENCY FUND	-	236,023.29	138,566.03	97,457.26
121 - LOCAL OPTION SALES TAX	3,741,656.76	3,801,163.48	2,963,664.63	4,579,155.61
125 - TAX INCREMENT FINANCING	518,758.81	777,963.22	804,526.73	492,195.30
126 - TIF-LMI	-	27,371.65	-	27,371.65
130 - CITY TORT LIABILITY	83,777.25	32,596.51	44,736.30	71,637.46
132 - GRANTS-STATE/LOCAL AGENCIES	(49,516.79)	-	290,050.00	(339,566.79)
140 - PARK & REC DONATION FUND	95,747.77	69,397.57	18,578.03	146,567.31
141 - MTOWN TENNIS ASSOC	1,727.92	37.71	-	1,765.63
142 - SOFTBALL ASSOCIATION FUND	13,729.77	15,282.53	27,917.01	1,095.29
144 - LIVE HEALTHY IOWA	3,128.44	3,513.68	5,126.33	1,515.79
145 - TORNADO GENERAL	600,160.23	1,723,989.07	1,781,921.11	542,228.19
146 - FEMA VALOR	(64,348.56)	9,183.85	-	(55,164.71)
147 - FEMA DEMO	(29,608.21)	30,875.13	55,391.85	(54,124.93)
148 - FEMA-COVID19	-	-	7,236.91	(7,236.91)
150 - COPS FAST GRANTS	(2,818.95)	42,369.77	57,305.32	(17,754.50)
151 - DEPT OF JUSTICE GRANTS	(11,019.59)	27,203.05	24,589.13	(8,405.67)
152 - POLICE UNDESIGNATED GRANTS	1,194.10	77,822.84	100,993.87	(21,976.93)
153 - POLICE DEPT DONATION FUND	94,557.84	11,665.04	25,690.06	80,532.82
156 - FIRE DEPT DONATION FUND	9,053.60	2,109.54	4,688.61	6,474.53
157 - FIRE DEPT GRANTS	4,723.45	1,859.61	45.81	6,537.25
160 - ECONOMIC DEVELOPMENT GIFT	51,247.83	1,118.41	-	52,366.24
161 - SURETY DEPOSITS/SUBDIVIDER	10,691.60	233.34	-	10,924.94
170 - LIBRARY DONATION FUND	110,317.71	26,496.34	29,657.68	107,156.37
177 - SEIZED ASSETS (POLICE)	42,225.68	1,889.08	7,195.01	36,919.75
179 - OTHER COMM AND ECON DEVELOPMENT	81,277.34	1,689.77	4,985.75	77,981.36
180 - HOUSING GRANTS	26,505.26	914.44	-	27,419.70
182 - #4 HUD LEAD GRANT	334.00	-	334.00	-
183 - FY 08 EDI (ECON DEV INCENTIVE)	(13,029.25)	-	360.00	(13,389.25)
184 - VOUCHERS - 002, 003	126,587.21	983,050.79	1,044,570.81	65,067.19
189 - #6 HUD LEAD GRANT	(12,834.57)	188,484.00	198,668.59	(23,019.16)
200 - GO BONDS DEBT FUND	146,285.51	3,920,761.74	4,230,128.00	(163,080.75)
300 - CIP COLLECTION FUND	122,311.52	593,231.25	542,811.86	172,730.91
311 - RISE STREET GRANTS	-	-	60,039.00	(60,039.00)
312 - AIRPORT PROJECT FUND	(22,135.42)	82,181.22	257,459.95	(197,414.15)
320 - SPECIAL ASSESSMENT PROJECTS	(24,083.95)	5,603.00	-	(18,480.95)
340 - BIKE PATH PROJECT FUND	(78,661.75)	17,214.10	109,537.14	(170,984.79)
341 - TREES FOREVER PROJECT	8,186.72	13,897.67	8,692.50	13,391.89
350 - GO BONDS CAPITAL PROJECTS	8,710.07	190.10	-	8,900.17
354 - POLICE & FIRE STATIONS	2,886,834.75	70,247.06	2,286,843.55	670,238.26
355 - 2015 GO BONDS (D&D)	533,217.44	30,529.68	255,642.81	308,104.31
357 - 2018 CY STREET PROJECTS	-	44,388.31	44,388.31	-
360 - 2019 GO BONDS & PROJECTS	-	5,714,818.97	401,237.68	5,313,581.29
361 - LIBRARY BUILDING ADDITION	-	750.00	-	750.00
381 - 2019 CY STREET, SIDEWALK, PARKING PROJECTS	2,331,666.52	51,395.74	604,181.04	1,778,881.22
383 - COLISEUM REMODEL	495,473.00	2,503,589.54	898,171.78	2,100,890.76
392 - TIF DISTRICT III CAP PROJECTS	7,913.64	172.72	-	8,086.36
393 - TIF DISTRICT IV CAP PROJECTS	107,871.50	-	107,871.50	-
610 - WATER POLLUTION CONTROL	(7,795.76)	13,266,718.31	13,256,239.41	2,683.14
611 - WPCP REVENUE	13,229,747.88	16,246,510.04	13,282,207.53	16,194,050.39
612 - WPCP REVENUE BOND FUND	-	1,330,353.32	1,915,147.29	(584,793.97)
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,037,278.81	30,170.18	-	1,067,448.99
616 - SANITARY SEWER REHAB PROJECT	-	13,122.25	13,122.25	-
617 - SANITARY SEWER NEW CONSTRUCTN	104,843.90	12,819.00	-	117,662.90
618 - TORNADO-WPCP	(2,295.51)	-	-	(2,295.51)
690 - TRANSIT OPERATING	37,700.65	693,567.20	668,118.73	63,149.12
740 - STORM SEWER UTILITY	2,541,393.49	1,321,428.94	1,485,264.05	2,377,558.38
741 - 2016 GO STORM WATER PROJ	1,132,463.68	603,882.53	1,771,744.45	(35,398.24)
742 - TORNADO - STORM/SEWER	(4,140.06)	-	-	(4,140.06)
750 - COMPOSTING FACILITY	184,889.99	62,797.59	85,613.66	162,073.92
751 - TORNADO - COMPOST	(463,058.08)	86,276.25	153,380.00	(530,161.83)
760 - P&R CONCESSIONS ENTERPRISE	(14,588.69)	23,186.15	27,814.71	(19,217.25)
881 - OCCUPATIONAL INSURANCE ESCROW	72,836.76	125,296.04	132,729.61	65,403.19
884 - GROUP HEALTH INSURANCE ESCROW	2,309,319.84	2,990,286.69	3,363,482.58	1,936,123.95
886 - WORKMAN'S COMP DEDUCTIBLE FUND	37,287.84	836.29	973.12	37,151.01
910 - POLICE PENSION - T & A	-	8,282.90	9,939.48	(1,656.58)
913 - 911 COMMISION	(72,698.73)	926,923.12	943,119.52	(88,895.13)
951 - SALES TAX REIMBURSEMENT	5,713.34	3,920.53	14,585.55	(4,951.68)
952 - SURETY BONDS/DEPOSITS	2,833.61	616.80	-	3,450.41
953 - IA STATE SLEUTH USR GRP	14,971.67	-	(14,971.67)	-
TOTAL	46,169,609.54	80,498,903.22	75,011,261.65	51,627,307.77

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
999.0110.100	GWB P&R Deposits	50,955.24	2.00
	Total BalObject: 0110 - P&R Deposits :	50,955.24	
BalObject: 0111 - Operating			
999.0111.000	UB&T Operating	13,573.92	0.05
999.0111.100	GWB Operating	45,868,773.86	2.00
	Total BalObject: 0111 - Operating:	45,882,347.78	
BalObject: 0112 - COLISEUM			
999.0112.100	GWB COLISEUM	2,589,919.08	2.00
	Total BalObject: 0112 - COLISEUM:	2,589,919.08	
BalObject: 0113 - Payroll			
999.0113.100	GWB Payroll	43,712.05	2.00
	Total BalObject: 0113 - Payroll:	43,712.05	
BalObject: 0114 - Dev Inspections			
999.0114.100	GWB Dev Inspections	32,150.93	2.00
	Total BalObject: 0114 - Dev Inspections:	32,150.93	
BalObject: 0115 - HUD Admin			
999.0115.100	GWB HUD Admin	57,462.49	2.00
	Total BalObject: 0115 - HUD Admin:	57,462.49	
BalObject: 0116 - HUD HAP			
999.0116.100	GWB HUD HAP	10,049.72	2.00
	Total BalObject: 0116 - HUD HAP:	10,049.72	
BalObject: 0117 - Police			
999.0117.100	GWB Police	37,001.19	2.00
	Total BalObject: 0117 - Police:	37,001.19	
BalObject: 0120 - PETTY CASH			
610.0120.000	PETTY CASH	200.00	0.00
750.0120.000	PETTY CASH	200.00	0.00
	Total BalObject: 0120 - PETTY CASH:	400.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	200.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	200.00	
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	100.00	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	225.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	225.00	
BalObject: 0130 - CASH HELD BY INSUR ADMI			
885.0130.000	CASH HELD BY INSUR ADMI	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADMI:	1.00	
BalObject: 0216 - GREAT WESTERN BANK MM			
999.0216.000	GREAT WESTERN BANK MM	63.17	0.12
	Total BalObject: 0216 - GREAT WESTERN BANK MM	63.17	
BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)			
999.0240.000	MIDWEST ONE CD (91-364 DAYS)	1,526,906.46	2.37
	Total BalObject: BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)	1,526,906.46	
BalObject: 0252 - GNB 365 INV			
884.0252.000	GNB CD (365 DAYS)	505,973.70	2.37
999.0252.000	GNB CD (365 DAYS)	1,011,234.25	2.11 -- 2.37
	Total BalObject: 0252 - GNB 365 INV:	1,517,207.95	
BalObject: 0999 - POOLED CASH			
999.0999.000	POOLED CASH	(121,394.29)	0.00
	Total BalObject: 0999 - POOLED CASH:	(121,394.29)	
TOTAL:		51,627,307.77	



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 05/31/2020

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	1,097,205.91	14,750,015.50	13,794,790.85	-955,224.65	16,091,575.67
Expense	1,053,177.27	14,652,984.06	13,961,475.94	691,508.12	15,989,224.32
Total Fund: 001 - GENERAL FUND:	44,028.64	97,031.44	-166,685.09	-263,716.53	102,351.35
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	5,067.10	47,874.64	83,621.70	35,747.06	52,227.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	5,067.10	47,874.64	83,621.70	35,747.06	52,227.00
Fund: 030 - CAPITAL RESERVE					
Revenue	874.33	467,941.76	423,916.47	-44,025.29	510,482.00
Expense	143,794.22	685,421.99	588,029.37	97,392.62	747,752.00
Total Fund: 030 - CAPITAL RESERVE:	-142,919.89	-217,480.23	-164,112.90	53,367.33	-237,270.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	596.89	76,083.26	6,020.90	-70,062.36	83,000.00
Expense	0.00	84,744.77	0.00	84,744.77	92,455.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	596.89	-8,661.51	6,020.90	14,682.41	-9,455.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	97,166.63	106,000.00	8,833.37	106,000.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	0.00	97,166.63	106,000.00	8,833.37	106,000.00
Fund: 110 - ROAD USE TAX					
Revenue	260,087.19	3,116,666.63	3,376,720.32	260,053.69	3,400,000.00
Expense	262,425.24	4,091,814.10	3,247,231.83	844,582.27	4,464,797.00
Total Fund: 110 - ROAD USE TAX:	-2,338.05	-975,147.47	129,488.49	1,104,635.96	-1,064,797.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	303,418.51	2,548,519.27	2,685,348.09	136,828.82	2,780,203.00
Expense	0.00	2,469,489.00	1,841,673.98	627,815.02	2,693,988.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	303,418.51	79,030.27	843,674.11	764,643.84	86,215.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	128,144.77	1,065,830.15	1,132,215.95	66,385.80	1,162,724.00
Expense	0.00	1,040,632.89	820,535.57	220,097.32	1,135,685.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	128,144.77	25,197.26	311,680.38	286,483.12	27,039.00
Fund: 119 - EMERGENCY FUND					
Revenue	26,703.26	224,292.75	236,023.29	11,730.54	244,683.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2020

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	224,292.75	138,566.03	85,726.72	244,683.00
Total Fund: 119 - EMERGENCY FUND:	26,703.26	0.00	97,457.26	97,457.26	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	323,433.68	3,728,083.26	3,801,163.48	73,080.22	4,067,000.00
Expense	0.00	3,352,467.36	2,963,664.63	388,802.73	3,658,471.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	323,433.68	375,615.90	837,498.85	461,882.95	408,529.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	42,611.36	722,487.26	777,963.22	55,475.96	788,171.00
Expense	472,991.45	817,580.28	804,526.73	13,053.55	891,906.00
Total Fund: 125 - TAX INCREMENT FINANCING:	-430,380.09	-95,093.02	-26,563.51	68,529.51	-103,735.00
Fund: 126 - TIF-LMI					
Revenue	816.74	16,089.26	27,371.65	11,282.39	17,552.00
Total Fund: 126 - TIF-LMI:	816.74	16,089.26	27,371.65	11,282.39	17,552.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	5,899.54	28,537.52	32,596.51	4,058.99	31,140.00
Expense	0.00	28,544.56	44,736.30	-16,191.74	31,140.00
Total Fund: 130 - CITY TORT LIABILITY:	5,899.54	-7.04	-12,139.79	-12,132.75	0.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	0.00	825,026.40	0.00	-825,026.40	900,029.00
Expense	0.00	779,635.89	290,050.00	489,585.89	850,512.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	0.00	45,390.51	-290,050.00	-335,440.51	49,517.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	2,118.01	44,916.63	69,397.57	24,480.94	49,000.00
Expense	1,247.95	54,083.15	18,578.03	35,505.12	59,000.00
Total Fund: 140 - PARK & REC DONATION FUND:	870.06	-9,166.52	50,819.54	59,986.06	-10,000.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	3.76	18.26	37.71	19.45	20.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	3.76	18.26	37.71	19.45	20.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	2.54	36,543.76	15,282.53	-21,261.23	39,882.00
Expense	501.81	36,535.73	27,917.01	8,618.72	39,882.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-499.27	8.03	-12,634.48	-12,642.51	0.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	3,513.68	6,872.25	3,513.68	-3,358.57	7,500.00
Expense	0.00	6,737.61	5,126.33	1,611.28	7,351.00
Total Fund: 144 - LIVE HEALTHY IOWA :	3,513.68	134.64	-1,612.65	-1,747.29	149.00
Fund: 145 - TORNADO GENERAL					
Revenue	166,139.41	1,033,070.17	1,723,989.07	690,918.90	1,126,986.00
Expense	668.43	2,015,166.34	1,781,921.11	233,245.23	2,198,461.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2020

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 145 - TORNADO GENERAL:	165,470.98	-982,096.17	-57,932.04	924,164.13	-1,071,475.00
Fund: 146 - FEMA VALOR					
Revenue	0.00	7,427.75	9,183.85	1,756.10	8,103.00
Total Fund: 146 - FEMA VALOR:	0.00	7,427.75	9,183.85	1,756.10	8,103.00
Fund: 147 - FEMA DEMO					
Revenue	0.00	28,302.01	30,875.13	2,573.12	30,875.00
Expense	0.00	56,160.94	55,391.85	769.09	61,267.00
Total Fund: 147 - FEMA DEMO:	0.00	-27,858.93	-24,516.72	3,342.21	-30,392.00
Fund: 148 - FEMA-COVID19					
Expense	5,347.84	0.00	7,236.91	-7,236.91	0.00
Total Fund: 148 - FEMA-COVID19:	5,347.84	0.00	7,236.91	-7,236.91	0.00
Fund: 150 - COPS FAST GRANTS					
Revenue	5,578.79	50,396.50	42,369.77	-8,026.73	55,000.00
Expense	7,807.72	46,314.07	57,305.32	-10,991.25	50,545.00
Total Fund: 150 - COPS FAST GRANTS:	-2,228.93	4,082.43	-14,935.55	-19,017.98	4,455.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	0.00	22,032.89	27,203.05	5,170.16	24,045.63
Expense	4,403.13	22,032.89	24,589.13	-2,556.24	24,045.63
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	-4,403.13	0.00	2,613.92	2,613.92	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	2,330.21	83,889.96	77,822.84	-6,067.12	91,553.00
Expense	13,537.52	75,999.99	100,993.87	-24,993.88	82,937.70
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-11,207.31	7,889.97	-23,171.03	-31,061.00	8,615.30
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	171.61	7,972.03	11,665.04	3,693.01	8,700.00
Expense	27.83	17,677.11	25,690.06	-8,012.95	19,291.95
Total Fund: 153 - POLICE DEPT DONATION FUND:	143.78	-9,705.08	-14,025.02	-4,319.94	-10,591.95
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	13.79	1,833.26	2,109.54	276.28	2,000.00
Expense	0.00	4,583.26	4,688.61	-105.35	5,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	13.79	-2,750.00	-2,579.07	170.93	-3,000.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	13.73	55.00	1,859.61	1,804.61	60.00
Expense	45.81	0.00	45.81	-45.81	0.00
Total Fund: 157 - FIRE DEPT GRANTS:	-32.08	55.00	1,813.80	1,758.80	60.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	111.52	320.76	1,118.41	797.65	350.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	111.52	320.76	1,118.41	797.65	350.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2020

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	23.27	169.51	233.34	63.83	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	23.27	169.51	233.34	63.83	185.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	229.03	20,716.41	26,496.34	5,779.93	22,600.00
Expense	2,582.61	31,074.78	29,657.68	1,417.10	33,900.00
Total Fund: 170 - LIBRARY DONATION FUND:	-2,353.58	-10,358.37	-3,161.34	7,197.03	-11,300.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	-83.74	1,998.04	1,889.08	-108.96	2,180.18
Expense	0.00	8,078.62	7,195.01	883.61	8,816.64
Total Fund: 177 - SEIZED ASSETS (POLICE):	-83.74	-6,080.58	-5,305.93	774.65	-6,636.46
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	166.07	366.52	1,689.77	1,323.25	400.00
Expense	0.00	4,567.75	4,985.75	-418.00	4,985.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	166.07	-4,201.23	-3,295.98	905.25	-4,585.00
Fund: 180 - HOUSING GRANTS					
Revenue	58.39	425.26	914.44	489.18	464.00
Total Fund: 180 - HOUSING GRANTS:	58.39	425.26	914.44	489.18	464.00
Fund: 182 - #4 HUD LEAD GRANT					
Expense	0.00	306.02	334.00	-27.98	334.00
Total Fund: 182 - #4 HUD LEAD GRANT:	0.00	306.02	334.00	-27.98	334.00
Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE)					
Expense	0.00	586.41	360.00	226.41	640.00
Total Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE):	0.00	586.41	360.00	226.41	640.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	142,482.76	988,412.26	983,050.79	-5,361.47	1,078,630.00
Expense	96,915.98	1,048,582.48	1,044,570.81	4,011.67	1,144,351.00
Total Fund: 184 - VOUCHERS - 002, 003:	45,566.78	-60,170.22	-61,520.02	-1,349.80	-65,721.00
Fund: 189 - #6 HUD LEAD GRANT					
Revenue	21,398.00	1,454,019.38	188,484.00	-1,265,535.38	1,586,203.00
Expense	34,917.40	1,445,651.79	198,668.59	1,246,983.20	1,577,703.00
Total Fund: 189 - #6 HUD LEAD GRANT:	-13,519.40	8,367.59	-10,184.59	-18,552.18	8,500.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	466,449.48	3,861,872.08	3,920,761.74	58,889.66	4,213,098.00
Expense	3,773,467.50	3,879,133.94	4,230,128.00	-350,994.06	4,233,126.00
Total Fund: 200 - GO BONDS DEBT FUND:	-3,307,018.02	-17,261.86	-309,366.26	-292,104.40	-20,028.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	67,090.63	560,297.65	593,231.25	32,933.60	611,234.00
Expense	0.00	563,275.13	542,811.86	20,463.27	614,482.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2020

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 300 - CIP COLLECTION FUND:	67,090.63	-2,977.48	50,419.39	53,396.87	-3,248.00
Fund: 311 - RISE STREET GRANTS					
Expense	12,134.00	3,666.63	60,039.00	-56,372.37	4,000.00
Total Fund: 311 - RISE STREET GRANTS:	12,134.00	3,666.63	60,039.00	-56,372.37	4,000.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	0.00	75,565.38	82,181.22	6,615.84	82,435.00
Expense	25,563.35	55,275.00	257,459.95	-202,184.95	60,300.00
Total Fund: 312 - AIRPORT PROJECT FUND:	-25,563.35	20,290.38	-175,278.73	-195,569.11	22,135.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	4,583.26	5,603.00	1,019.74	5,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	0.00	4,583.26	5,603.00	1,019.74	5,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	129,563.94	17,214.10	-112,349.84	141,385.00
Expense	720.00	129,602.77	109,537.14	20,065.63	141,385.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-720.00	-38.83	-92,323.04	-92,284.21	0.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	27.96	9,166.63	13,897.67	4,731.04	10,000.00
Expense	0.00	9,166.63	8,692.50	474.13	10,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	27.96	0.00	5,205.17	5,205.17	0.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	18.96	45.76	190.10	144.34	50.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	18.96	45.76	190.10	144.34	50.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	1,431.88	52,970.61	70,247.06	17,276.45	57,801.33
Expense	335.40	2,697,171.62	2,286,843.55	410,328.07	2,944,636.08
Total Fund: 354 - POLICE & FIRE STATIONS:	1,096.48	-2,644,201.01	-2,216,596.49	427,604.52	-2,886,834.75
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	664.14	19,823.87	30,529.68	10,705.81	21,634.00
Expense	35,579.40	259,849.15	255,642.81	4,206.34	283,475.00
Total Fund: 355 - 2015 GO BONDS (D&D):	-34,915.26	-240,025.28	-225,113.13	14,912.15	-261,841.00
Fund: 357 - 2018 CY STREET PROJECTS					
Revenue	0.00	86,525.89	44,388.31	-42,137.58	94,392.00
Expense	0.00	86,525.89	44,388.31	42,137.58	94,392.00
Total Fund: 357 - 2018 CY STREET PROJECTS:	0.00	0.00	0.00	0.00	0.00
Fund: 360 - 2019 GO BONDS & PROJECTS					
Revenue	0.00	5,257,008.90	5,714,818.97	457,810.07	5,734,919.00
Expense	29,497.05	2,059,508.77	401,237.68	1,658,271.09	2,246,737.00
Total Fund: 360 - 2019 GO BONDS & PROJECTS:	-29,497.05	3,197,500.13	5,313,581.29	2,116,081.16	3,488,182.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2020

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 361 - LIBRARY BUILDING ADDITION					
Revenue	0.00	0.00	750.00	750.00	0.00
Total Fund: 361 - LIBRARY BUILDING ADDITION:	0.00	0.00	750.00	750.00	0.00
Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS					
Revenue	3,806.61	41,250.00	51,395.74	10,145.74	45,000.00
Expense	18,100.00	1,714,166.63	604,181.04	1,109,985.59	1,870,000.00
Total Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS:	-14,293.39	-1,672,916.63	-552,785.30	1,120,131.33	-1,825,000.00
Fund: 383 - COLISEUM REMODEL					
Revenue	145,788.21	3,093,580.16	2,503,589.54	-589,990.62	3,375,381.00
Expense	484,036.76	2,164,603.43	898,171.78	1,266,431.65	2,362,271.00
Total Fund: 383 - COLISEUM REMODEL:	-338,248.55	928,976.73	1,605,417.76	676,441.03	1,013,110.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	17.22	45.76	172.72	126.96	50.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	17.22	45.76	172.72	126.96	50.00
Fund: 393 - TIF DISTRICT IV CAP PROJECTS					
Expense	0.00	98,879.99	107,871.50	-8,991.51	107,872.00
Total Fund: 393 - TIF DISTRICT IV CAP PROJECTS:	0.00	98,879.99	107,871.50	-8,991.51	107,872.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	1,829,526.18	14,086,247.01	13,266,718.31	-819,528.70	15,366,815.00
Expense	1,829,526.18	14,078,134.18	13,256,239.41	821,894.77	15,359,019.00
Total Fund: 610 - WATER POLLUTION CONTROL:	0.00	8,112.83	10,478.90	2,366.07	7,796.00
Fund: 611 - WPCP REVENUE					
Revenue	680,915.13	14,737,517.30	16,246,510.04	1,508,992.74	16,077,296.00
Expense	1,829,526.18	14,177,913.64	13,282,207.53	895,706.11	15,466,815.00
Total Fund: 611 - WPCP REVENUE:	-1,148,611.05	559,603.66	2,964,302.51	2,404,698.85	610,481.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	131,854.08	3,207,050.00	1,330,353.32	-1,876,696.68	3,500,000.00
Expense	450,136.17	3,208,333.15	1,915,147.29	1,293,185.86	3,500,000.00
Total Fund: 612 - WPCP REVENUE BOND FUND:	-318,282.09	-1,283.15	-584,793.97	-583,510.82	0.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	2,273.25	22,916.63	30,170.18	7,253.55	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	2,273.25	22,916.63	30,170.18	7,253.55	25,000.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	91,666.63	13,122.25	-78,544.38	100,000.00
Expense	0.00	91,666.63	13,122.25	78,544.38	100,000.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	0.00	0.00	0.00	0.00	0.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	91.00	14,208.26	12,819.00	-1,389.26	15,500.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 05/31/2020

Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	91.00	14,208.26	12,819.00	-1,389.26	15,500.00
Fund: 690 - TRANSIT OPERATING					
Revenue	14,666.09	748,173.69	693,567.20	-54,606.49	816,190.00
Expense	46,895.60	741,427.50	668,118.73	73,308.77	809,059.00
Total Fund: 690 - TRANSIT OPERATING:	-32,229.51	6,746.19	25,448.47	18,702.28	7,131.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	114,784.29	1,389,707.66	1,321,428.94	-68,278.72	1,516,045.00
Expense	261,337.18	2,001,690.35	1,485,264.05	516,426.30	2,183,805.00
Total Fund: 740 - STORM SEWER UTILITY:	-146,552.89	-611,982.69	-163,835.11	448,147.58	-667,760.00
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	0.00	987,741.26	603,882.53	-383,858.73	1,077,536.00
Expense	1,356.00	2,025,833.26	1,771,744.45	254,088.81	2,210,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	-1,356.00	-1,038,092.00	-1,167,861.92	-129,769.92	-1,132,464.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	9,778.11	52,991.29	62,797.59	9,806.30	57,809.00
Expense	20,245.09	65,300.29	85,613.66	-20,313.37	71,261.00
Total Fund: 750 - COMPOSTING FACILITY:	-10,466.98	-12,309.00	-22,816.07	-10,507.07	-13,452.00
Fund: 751 - TORNADO - COMPOST					
Revenue	86,276.25	0.00	86,276.25	86,276.25	0.00
Expense	0.00	140,598.26	153,380.00	-12,781.74	153,380.00
Total Fund: 751 - TORNADO - COMPOST:	86,276.25	-140,598.26	-67,103.75	73,494.51	-153,380.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	0.00	37,583.26	23,186.15	-14,397.11	41,000.00
Expense	0.00	36,918.86	27,814.71	9,104.15	40,276.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	0.00	664.40	-4,628.56	-5,292.96	724.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	10,459.60	0.00	125,296.04	125,296.04	0.00
Expense	5,904.56	0.00	132,729.61	-132,729.61	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	4,555.04	0.00	-7,433.57	-7,433.57	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	239,432.41	0.00	2,990,286.69	2,990,286.69	0.00
Expense	230,251.95	0.00	3,363,482.58	-3,363,482.58	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	9,180.46	0.00	-373,195.89	-373,195.89	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	79.12	0.00	836.29	836.29	0.00
Expense	0.00	0.00	973.12	-973.12	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	79.12	0.00	-136.83	-136.83	0.00
Fund: 910 - POLICE PENSION - T & A					
Revenue	0.00	0.00	8,282.90	8,282.90	0.00

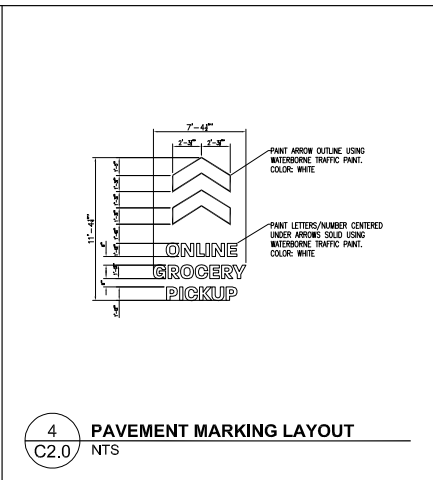
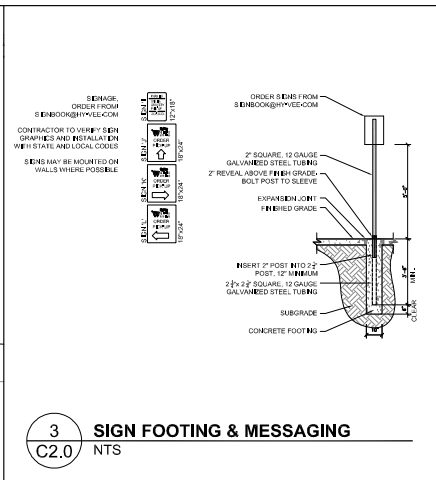
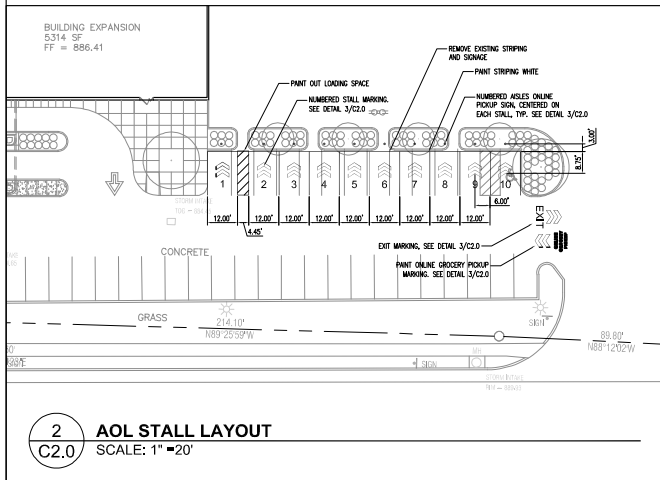
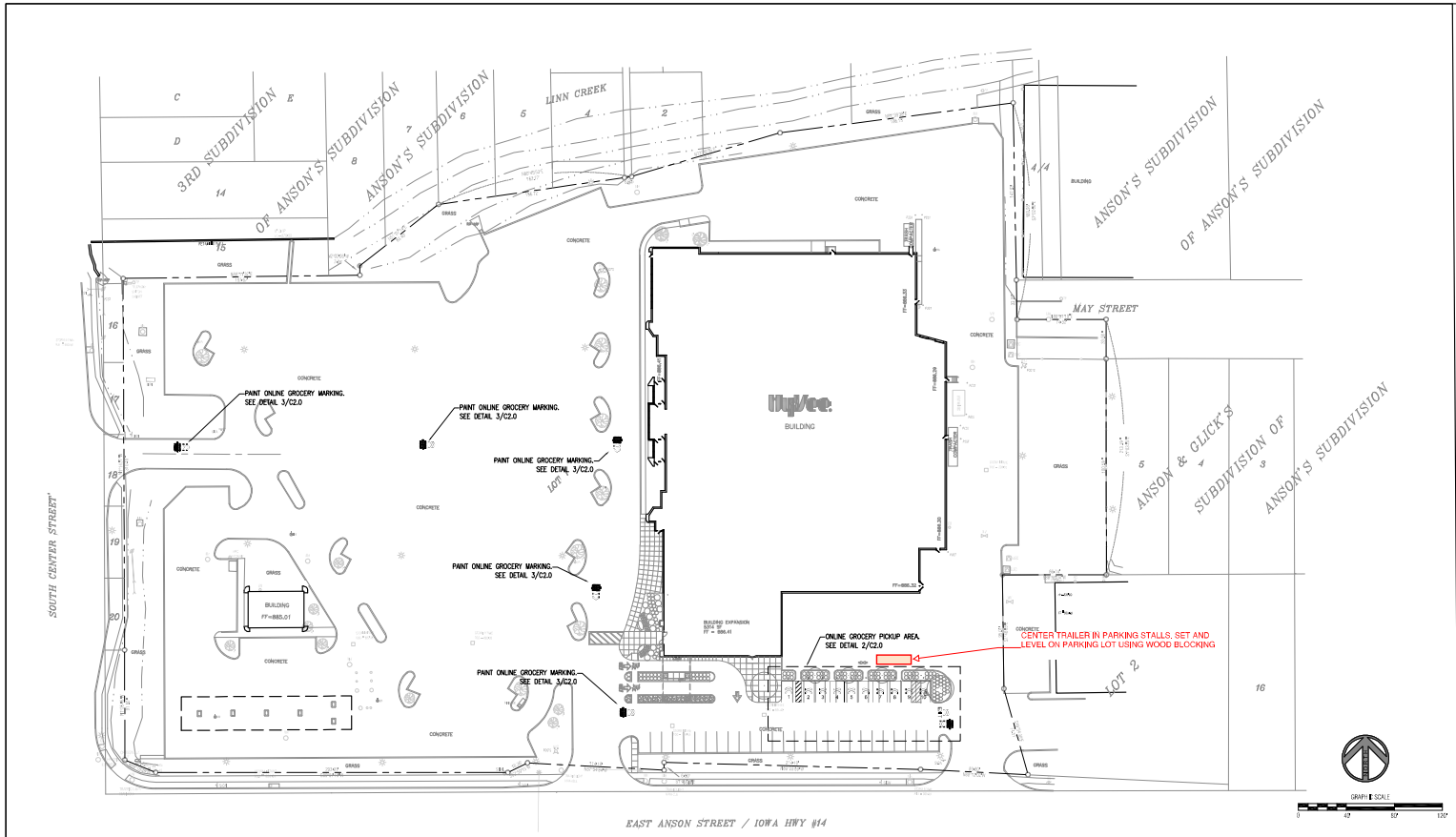
Account Typ...	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	828.29	0.00	9,939.48	-9,939.48	0.00
Total Fund: 910 - POLICE PENSION - T & A:	-828.29	0.00	-1,656.58	-1,656.58	0.00
Fund: 913 - 911 COMMISSION					
Revenue	124,065.01	0.00	926,923.12	926,923.12	0.00
Expense	83,366.69	0.00	943,119.52	-943,119.52	0.00
Total Fund: 913 - 911 COMMISSION:	40,698.32	0.00	-16,196.40	-16,196.40	0.00
Report Total:	-4,770,573.84	-3,317,912.51	5,482,718.12	8,800,630.63	-3,630,321.51

Fund Summary

Fund	May Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	44,028.64	97,031.44	-166,685.09	-263,716.53	102,351.35
010 - CASH FLOW RESERVE FUND	5,067.10	47,874.64	83,621.70	35,747.06	52,227.00
030 - CAPITAL RESERVE	-142,919.89	-217,480.23	-164,112.90	53,367.33	-237,270.00
031 - CAPITAL RSRV-BLDG MAINT	596.89	-8,661.51	6,020.90	14,682.41	-9,455.00
032 - CIP LARGE VEHICLE/EQUIPMI	0.00	97,166.63	106,000.00	8,833.37	106,000.00
110 - ROAD USE TAX	-2,338.05	-975,147.47	129,488.49	1,104,635.96	-1,064,797.00
112 - EMPLOYEE BENEFITS FUND	303,418.51	79,030.27	843,674.11	764,643.84	86,215.00
117 - POLICE/FIRE RETIREMENT	128,144.77	25,197.26	311,680.38	286,483.12	27,039.00
119 - EMERGENCY FUND	26,703.26	0.00	97,457.26	97,457.26	0.00
121 - LOCAL OPTION SALES TAX	323,433.68	375,615.90	837,498.85	461,882.95	408,529.00
125 - TAX INCREMENT FINANCING	-430,380.09	-95,093.02	-26,563.51	68,529.51	-103,735.00
126 - TIF-LMI	816.74	16,089.26	27,371.65	11,282.39	17,552.00
130 - CITY TORT LIABILITY	5,899.54	-7.04	-12,139.79	-12,132.75	0.00
132 - GRANTS-STATE/LOCAL AGEN	0.00	45,390.51	-290,050.00	-335,440.51	49,517.00
140 - PARK & REC DONATION FUNI	870.06	-9,166.52	50,819.54	59,986.06	-10,000.00
141 - MTOWN TENNIS ASSOC	3.76	18.26	37.71	19.45	20.00
142 - SOFTBALL ASSOCIATION FUN	-499.27	8.03	-12,634.48	-12,642.51	0.00
144 - LIVE HEALTHY IOWA	3,513.68	134.64	-1,612.65	-1,747.29	149.00
145 - TORNADO GENERAL	165,470.98	-982,096.17	-57,932.04	924,164.13	-1,071,475.00
146 - FEMA VALOR	0.00	7,427.75	9,183.85	1,756.10	8,103.00
147 - FEMA DEMO	0.00	-27,858.93	-24,516.72	3,342.21	-30,392.00
148 - FEMA-COVID19	-5,347.84	0.00	-7,236.91	-7,236.91	0.00
150 - COPS FAST GRANTS	-2,228.93	4,082.43	-14,935.55	-19,017.98	4,455.00
151 - DEPT OF JUSTICE GRANTS	-4,403.13	0.00	2,613.92	2,613.92	0.00
152 - POLICE UNDESIGNATED GRAI	-11,207.31	7,889.97	-23,171.03	-31,061.00	8,615.30
153 - POLICE DEPT DONATION FUN	143.78	-9,705.08	-14,025.02	-4,319.94	-10,591.95
156 - FIRE DEPT DONATION FUND	13.79	-2,750.00	-2,579.07	170.93	-3,000.00
157 - FIRE DEPT GRANTS	-32.08	55.00	1,813.80	1,758.80	60.00
160 - ECONOMIC DEVELOPMENT G	111.52	320.76	1,118.41	797.65	350.00
161 - SURETY DEPOSITS/SUBDIVIDI	23.27	169.51	233.34	63.83	185.00
170 - LIBRARY DONATION FUND	-2,353.58	-10,358.37	-3,161.34	7,197.03	-11,300.00
177 - SEIZED ASSETS (POLICE)	-83.74	-6,080.58	-5,305.93	774.65	-6,636.46
179 - OTHER COMM AND ECON DE	166.07	-4,201.23	-3,295.98	905.25	-4,585.00
180 - HOUSING GRANTS	58.39	425.26	914.44	489.18	464.00
182 - #4 HUD LEAD GRANT	0.00	-306.02	-334.00	-27.98	-334.00
183 - FY 08 EDI (ECON DEV INCENT	0.00	-586.41	-360.00	226.41	-640.00
184 - VOUCHERS - 002, 003	45,566.78	-60,170.22	-61,520.02	-1,349.80	-65,721.00
189 - #6 HUD LEAD GRANT	-13,519.40	8,367.59	-10,184.59	-18,552.18	8,500.00
200 - GO BONDS DEBT FUND	-3,307,018.02	-17,261.86	-309,366.26	-292,104.40	-20,028.00
300 - CIP COLLECTION FUND	67,090.63	-2,977.48	50,419.39	53,396.87	-3,248.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 05/31/2020

311 - RISE STREET GRANTS	-12,134.00	-3,666.63	-60,039.00	-56,372.37	-4,000.00
312 - AIRPORT PROJECT FUND	-25,563.35	20,290.38	-175,278.73	-195,569.11	22,135.00
320 - SPECIAL ASSESSMENT PROJEC	0.00	4,583.26	5,603.00	1,019.74	5,000.00
340 - BIKE PATH PROJECT FUND	-720.00	-38.83	-92,323.04	-92,284.21	0.00
341 - TREES FOREVER PROJECT	27.96	0.00	5,205.17	5,205.17	0.00
350 - GO BONDS CAPITAL PROJECT	18.96	45.76	190.10	144.34	50.00
354 - POLICE & FIRE STATIONS	1,096.48	-2,644,201.01	-2,216,596.49	427,604.52	-2,886,834.75
355 - 2015 GO BONDS (D&D)	-34,915.26	-240,025.28	-225,113.13	14,912.15	-261,841.00
357 - 2018 CY STREET PROJECTS	0.00	0.00	0.00	0.00	0.00
360 - 2019 GO BONDS & PROJECTS	-29,497.05	3,197,500.13	5,313,581.29	2,116,081.16	3,488,182.00
361 - LIBRARY BUILDING ADDITION	0.00	0.00	750.00	750.00	0.00
381 - 2019 CY STREET,SIDEWALK,P	-14,293.39	-1,672,916.63	-552,785.30	1,120,131.33	-1,825,000.00
383 - COLISEUM REMODEL	-338,248.55	928,976.73	1,605,417.76	676,441.03	1,013,110.00
392 - TIF DISTRICT III CAP PROJECT	17.22	45.76	172.72	126.96	50.00
393 - TIF DISTRICT IV CAP PROJECT	0.00	-98,879.99	-107,871.50	-8,991.51	-107,872.00
610 - WATER POLLUTION CONTROL	0.00	8,112.83	10,478.90	2,366.07	7,796.00
611 - WPCP REVENUE	-1,148,611.05	559,603.66	2,964,302.51	2,404,698.85	610,481.00
612 - WPCP REVENUE BOND FUND	-318,282.09	-1,283.15	-584,793.97	-583,510.82	0.00
614 - WPCP CAPITAL IMPROVEMENT	2,273.25	22,916.63	30,170.18	7,253.55	25,000.00
616 - SANITARY SEWER REHAB PRC	0.00	0.00	0.00	0.00	0.00
617 - SANITARY SEWER NEW CONS	91.00	14,208.26	12,819.00	-1,389.26	15,500.00
690 - TRANSIT OPERATING	-32,229.51	6,746.19	25,448.47	18,702.28	7,131.00
740 - STORM SEWER UTILITY	-146,552.89	-611,982.69	-163,835.11	448,147.58	-667,760.00
741 - 2016 GO STORM WATER PRC	-1,356.00	-1,038,092.00	-1,167,861.92	-129,769.92	-1,132,464.00
750 - COMPOSTING FACILITY	-10,466.98	-12,309.00	-22,816.07	-10,507.07	-13,452.00
751 - TORNADO - COMPOST	86,276.25	-140,598.26	-67,103.75	73,494.51	-153,380.00
760 - P&R CONCESSIONS ENTERPR	0.00	664.40	-4,628.56	-5,292.96	724.00
881 - OCCUPATIONAL INSURANCE	4,555.04	0.00	-7,433.57	-7,433.57	0.00
884 - GROUP HEALTH INSURANCE I	9,180.46	0.00	-373,195.89	-373,195.89	0.00
886 - WORKMAN'S COMP DEDUCT	79.12	0.00	-136.83	-136.83	0.00
910 - POLICE PENSION - T & A	-828.29	0.00	-1,656.58	-1,656.58	0.00
913 - 911 COMMISSION	40,698.32	0.00	-16,196.40	-16,196.40	0.00
Report Total:	-4,770,573.84	-3,317,912.51	5,482,718.12	8,800,630.63	-3,630,321.51



- GENERAL NOTES**
1. PROTECT EXISTING STRUCTURES AND ADJACENT PROPERTY DURING CONSTRUCTION.
 2. PROTECT EXISTING UTILITIES DURING CONSTRUCTION.
 3. THE LOCATION OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND DEPTH OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
 4. ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE. ALL DIMENSIONS SHALL BE FIELD VERIFIED.
 5. ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
 6. FINISH GRADES SHOWN ARE TO TOP OF PAVING, SIDEWALKS, OR FINISH GRADE.
 7. STAGING LOCATION FOR CONSTRUCTION EQUIPMENT AND MATERIALS TO BE COORDINATED WITH AND APPROVED BY THE OWNER.
- SIGNAGE AND STRIPING SPECIFICATIONS:**
1. PAINT TRAFFIC CONTROL ARROWS, PARKING STRIPS, AND HANDICAP SYMBOLS IN WHITE, YELLOW, OR UNLESS NOTED OTHERWISE.
 2. PAINT SHALL BE LEAD FREE WATERBORNE TRAFFIC AND HIGHWAY MARKING PAINT UG5086 YELLOW AS MANUFACTURED BY DIAMOND VOGEL PAINTS OR EQUIVALENT.
 3. PROVIDE FOUNDRY GRADE SILICA SAND THAT MEETS A 50/60 GRADED SAND WHEN TESTED ACCORDING TO ASTM D1755 OR GLASS BEADS THAT MEET FEDERAL SPECIFICATION TYP-100, TYPE II GRADATION A.
 4. BEFORE APPLICATION OF PAINT, PAINTING SURFACE MUST BE DRY AND FREE FROM DIRT, GRASS, OIL, OR OTHER MATERIAL THAT WOULD REDUCE THE BOND BETWEEN THE PAVEMENT AND PAINT. CLEAN THE AREA TO BE PAINTED BY SWEEPING OR COMPRESSED AIR.
 5. APPLY PAINT AT LOCATIONS, DIMENSIONS, AND SPACING SHOWN ON THE PLANS.
 6. USE PAINT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND APPLY AT THE RATE OF 115 GALLONS PER SQUARE YARD OF THICKNESS SHALL NOT BE PERMITTED.
 7. APPLY SILICA SAND AT 4.5 GALLONS OF PAINT MIXED IMMEDIATELY AFTER THE APPLICATION OF PAINT. SILICA SAND SHALL ADHERE TO THE CURED PAINT PRIOR TO FINAL ACCEPTANCE AND PAYMENT.
 8. TREAT GLASS BEADS WITH ADHESION PROMOTING COATINGS AS SPECIFIED BY THE PAINT MANUFACTURER. APPLY GLASS BEADS AT 4.5 GALLONS OF PAINT MIXED IMMEDIATELY AFTER THE APPLICATION OF PAINT. GLASS BEADS SHALL ADHERE TO THE CURED PAINT PRIOR TO FINAL ACCEPTANCE OF PAYMENT.
 9. PROTECT ALL MARKINGS FROM DAMAGE UNTIL PAINT IS CURED.

HyVee
HYVEE, INC.
5800 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50366
P 515/287-7300
F 515/287-7335

LOCATION
MARSHALLTOWN
820 S CENTER STREET
MARSHALLTOWN, IA

REVISIONS DATE
DRAWN BY

SITE PLAN
DRAWN BY DATE
JOB 04-24-2020
SCALE
SHEET
C2.0

CITY OF MARSHALLTOWN

APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: Marshall County Tree Service
Address of Business: 1802 So 7th Ave
Business Telephone: 641-751-9749
Owner(s) of Business: Michael Liskowiak
Home Address/
Telephone of Owners: 1802 So 7th Ave Marshalltown IA 641-751-9749

If incorporated, is business authorized to transact business in the State of Iowa? _____

Sales Tax Number: 1-64-014159

If title is a trade name, has such name been registered? Yes

Date of commencement of business: 10-15-95

Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?

Yes ☐ No ☒ (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
chip truck	TEA 592	Mike Liskowiak
pick up	FXS 876	Mike Liskowiak

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to Issuance of a Tree Trimmer License

Date Insurance Certificate Received _____

[Signature]
Applicant

Applicant

Date: 6-9-20
\$25.00 Fee paid _____

Approved by City Council on _____

City Administrator

7/98

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shomo-Madsen Insurance 22 E Main St Marshalltown IA 50158		CONTACT NAME: Brandi Zednichek PHONE (A/C, No, Ext): (641)753-6691 E-MAIL ADDRESS: bzednichek@shomo-madsen.com FAX (A/C, No): (641)752-5360															
INSURED Liskowiak, Michael, DBA: Marshall County Tree & Iowa Metal Recycling 1802 S 7th Ave Marshalltown IA 50158		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Colony Insurance Company</td><td></td></tr><tr><td>INSURER B: Progressive Insurance</td><td>38628</td></tr><tr><td>INSURER C: Liberty Mutual Ins Group</td><td>15417</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Colony Insurance Company		INSURER B: Progressive Insurance	38628	INSURER C: Liberty Mutual Ins Group	15417	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** MasterCert20/21**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			101GL0012662-09	04/30/2020	04/30/2021	<table border="1"><thead><tr><th></th><th></th></tr></thead><tbody><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 1,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ Excluded</td></tr></tbody></table>			EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 1,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ Excluded
EACH OCCURRENCE	\$ 1,000,000																				
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PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ Excluded																				
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			05718227-9	04/10/2020	04/10/2021	<table border="1"><thead><tr><th></th><th></th></tr></thead><tbody><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 100,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></tbody></table>			COMBINED SINGLE LIMIT (Ea accident)	\$ 100,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
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PROPERTY DAMAGE (Per accident)	\$																				
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						<table border="1"><thead><tr><th></th><th></th></tr></thead><tbody><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr></tbody></table>			EACH OCCURRENCE	\$	AGGREGATE	\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC5-34S-532265-040	04/17/2020	04/17/2021	<table border="1"><thead><tr><th></th><th></th></tr></thead><tbody><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></tbody></table>			☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000				
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E.L. EACH ACCIDENT	\$ 100,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 100,000																				
E.L. DISEASE - POLICY LIMIT	\$ 500,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Marshalltown, Iowa
22 N. Center St

Marshalltown

IA 50158

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2020-__

RESOLUTION APPROVING CITY FEES

WHEREAS the City of Marshalltown has established various fees to cover the costs of issuing permits, inspections and other direct services; and

WHEREAS the City Clerk has prepared an Exhibit of the current fees which is attached to this Resolution; and

WHEREAS these fees are authorized by law and have been previously established by the City of Marshalltown; and

WHEREAS it is appropriate to review and confirm the fees.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The fees are established as shown on the attached fee Exhibit are approved.

Section 2. Any proposed changes in fees as shown by the Exhibit are further approved, effective July 1, 2020.

Passed this 22ND day of June, 2020, and signed this ____ day of June, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>Old Code Section</u>	<u>How Fee Set</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
Admin	Collection Fee	Accounts Receivable - Admin Fee - Collection			Resolution	15.00	annual	15.00	0%	6/24/2019	2019-134
Admin	Collection Fee	Assessments fee general			Resolution	45.00	per property tax assessment filing for unpaid property related charges	45.00	0%	6/24/2019	2019-134
ADMIN	Collection Fee	Income/offset filing with the state (annual fee)			Resolution	15.00	per customer account processed for offset	15.00	0%	6/24/2019	2019-134
ADMIN	Collection Fee	Parking tickets overdue (annual fee) per ticket			Resolution	15.00	current: per customer account; Suggested: per ticket	\$5	-67%	6/24/2019	2019-134
Admin	FOIA	Nonroutine requests			Resolution		see policy		0%	6/24/2019	2019-134
Admin	FOIA	Routine requests			Resolution		see policy		0%	6/24/2019	2019-134
Admin	Lease	Parking Lease			Resolution	25.00	\$25 per spot per month	25.00	0%	6/24/2019	2019-134
Admin	Other	Alcohol >50% gross Sales	112.003	005-069	No Charge		food sales exceeding 60% gross sales allows minor in estab without parents		0%	6/24/2019	2019-134
Admin	Other	Animal Rescue League - Kennel and Disposition Chgs	90.052	006-051.2	Ordinance	-	ARL administers		0%	6/24/2019	2019-134
Admin	Parking	Parking Ticket - multiple offenses and charges	72.001, 72-002, 72.003 - 72.999		Ordinance	varies			0%	6/24/2019	2019-134
Admin	Parking	Skof Tow Fee	72.072	20-189	Ordinance	50.00		50.00	0%	6/24/2019	2019-134
Admin	Permit	Amusement Parks	113.001	017-018	Resolution	50.00	Annual	50.00	0%	6/24/2019	2019-134
Admin	Permit	Bankrupt Stores	110.002	017-090	Resolution	25.00	Per instance	25.00	0%	6/24/2019	2019-134
Admin	Permit	Bowling Alley	113.001	017-018	Resolution	217.00	Annual	217.00	0%	6/24/2019	2019-134
Admin	Permit	Cable Franchise Application Fee	114.002	008-002.5	Ordinance	100.00		100.00	0%	6/24/2019	2019-134
Admin	Permit	Cable Franchise Fee	114.002	008-5.1	Resolution	-	5% of revenue paid quarterly		0%	6/24/2019	2019-134
Admin	Permit	Carnivals	113.006	017-023	Resolution	50.00	ranges, \$100 first day, 25-50 /week	5.00	-90%	6/24/2019	2019-134
Admin	Permit	Cigarette	State N/A	021-019	State	100.00		100.00	0%	6/24/2019	2019-134
Admin	Permit	Circuses Or menageries	113.002	017-019	Resolution	100.00	per day, up to 200 per first day and 100 addl day	100.00	0%	6/24/2019	2019-134
Admin	Permit	Garbage & Refuse Collectors	50.021 - 50.024	013-010	Resolution	100.00	Annual, expires 3/31	100.00	0%	6/24/2019	2019-134
Admin	Permit	Going out of Business	119.006	017-198	Resolution	60.00	Range depend inv value,\$60-500, renewal @50%	60.00	0%	6/24/2019	2019-134
Admin	Permit	Junk Dealers	117.002	017-122	Resolution	25.00	Annual	25.00	0%	6/24/2019	2019-134
Admin	Permit	Junk Yard	117.002	017-122	Resolution	26.00	Annual	26.00	0%	6/24/2019	2019-134

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>Old Code Section</u>	<u>How Fee Set</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
Admin	Permit	License fees in general	110.002				- varies -		0%	6/24/2019	2019-134
Admin	Permit	Motor Vehicle Junk Yard	117.020	017-029	Resolution	25.00	Annual	25.00	0%	6/24/2019	2019-134
Admin	Permit	Pawn Broker	110.002	017-137	Resolution	100.00	Annual	100.00	0%	6/24/2019	2019-134
Admin	Permit	Peddlers - (moving) per person	118.011	017-154	Resolution	25.00	Range\$6 day, \$25 week, \$60 month, \$200/year	25.00	0%	6/24/2019	2019-134
Admin	Permit	Public Use Permit	130.003	021-002	Resolution	100.00	deposit is returned after barricades returned	100.00	0%	6/24/2019	2019-134
Admin	Permit	Public Use Permit with Alcohol - special event exception	112.003	005-070	Resolution	100.00	alcohol fee in addition to insurance certificate	100.00	0%	6/24/2019	2019-134
Admin	Permit	Recyclable collector / haulers license	50.021 - 50.024	013-104	Resolution	25.00	Annual, expires 3/31	25.00	0%	6/24/2019	2019-134
Admin	Permit	Scrap Metal Processor	117.002	017-129	Resolution	51.00	Annual	51.00	0%	6/24/2019	2019-134
Admin	Permit	Shows under Canvas	113.002	017-020	Resolution	40.00	Per instance - depends on capacity	40.00	0%	6/24/2019	2019-134
Admin	Permit	Sideshow - Daily License	113.002	017-019	Resolution	8.00	Per instance	8.00	0%	6/24/2019	2019-134
Admin	Permit	Skating Rink	113.001	017-018	Resolution	51.00	Annual	51.00	0%	6/24/2019	2019-134
Admin	Permit	Theater	113.005	017-022	Resolution	40.00	Annual	40.00	0%	6/24/2019	2019-134
Admin	Permit	Theatrical Exhibitions	113.004	017-021	Resolution	25.00	Per instance	25.00	0%	6/24/2019	2019-134
Admin	Permit	Transient Merchant	118.011	017-174	Resolution	25.00	Range\$6 day, \$25 week, \$60 month, \$200/year	25.00	0%	6/24/2019	2019-134
Admin	Permit	Tree Trimmer	120.001	027-028	Resolution	25.00	Annual	25.00	0%	6/24/2019	2019-134
Admin	Permit	Vicious Animal	90.050	006-052	Resolution	15.00	Annual	15.00	0%	6/24/2019	2019-134
Admin	Permit	Wrecking Yard	117.002			55.00	Annual	55.00	0%	6/24/2019	2019-134
Admin	Permit	Wrestling, boxing	110.002	017-103	Resolution	8.00	per show or match	8.00	0%	6/24/2019	2019-134
Admin	Permit	Yard Waste Collector License	50.021 - 50.024	013-056	Resolution	15.00	Annual, expires 3/31	15.00	0%	6/24/2019	2019-134
Admin	Rent	Lease with School District	Rent	Rent	Resolution	1.00	\$1.00 per year for ten years - Anson Parking Lot	1.00	0%	6/24/2019	2019-134
Admin	Rent	Marshall County 911 Commission	Rent	Rent	Resolution	1.00	TBD (\$228 per month estab 3/10/2003 Res 2003-046) - See New 28E Agreement	1.00	0%	6/24/2019	2019-134
Admin	Rent	Marshall County Arts & Culture Alliance - ECHO	Rent	Rent	Resolution	1.00	1 per year - through 2038	1.00	0%	6/24/2019	2019-134
Admin	Rent	Rent - Iowa River OHV Club	Rent	Rent	Resolution	1.00	1.00 per year for fifteen year lease - exp 4-25-2025	1.00	0%	6/24/2019	2019-134

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Admin	Rent	Rent - Marshalltown Little League	Rent	Rent	Resolution	1.00	1.00 per year for 10 years	1.00	0%	6/24/2019	2019-134
Admin	Rent	Rent - Marshalltown Softball Association	Rent	Rent	Resolution	1.00	1.00 per year for 3 years, exp 12/31/2020 softball complex	1.00	0%	6/24/2019	2019-134
Admin	Rent	Rent - Parking Spaces in City Lots - policy establishing lease	Rent	Rent	Resolution	25.00	\$25 per month per space for no longer than 3 year terms	25.00	0%	6/24/2019	2019-134
Admin	Rent	Rent - Radio Flyers	Rent	Rent	Resolution	100.00	in advance for ten years - \$10 per year	100.00	0%	6/24/2019	2019-134
Admin	Rent	Rent Airport Lights	Rent	Rent	Resolution	420.00	Airport 6-1-2024	420.00	0%	6/24/2019	2019-134
Admin	Rent	Rent American Legion	Rent	Rent	Resolution	2.50	\$2.50 per year, payable in advance. Lease expires 12-15-2033	2.50	0%	6/24/2019	2019-134
Admin	Rent	Rent Aviation	Rent	Rent	Resolution	2,164.36	Airport 6-1-2024	2,164.36	0%	6/24/2019	2019-134
Admin	Rent	Rent Aviation Svc fee	Rent	Rent	Resolution	50.00	Airport 6-1-2024	50.00	0%	6/24/2019	2019-134
Admin	Rent	Rent Central Iowa River Gun	Rent	Rent	Resolution	1.00	1.00 per year for 10 years	1.00	0%	6/24/2019	2019-134
Admin	Rent	Rent Community Theatre	Rent	Rent	Resolution	10.00	10 per year, 20 years, exp 1-1-2023	10.00	0%	6/24/2019	2019-134
Admin	Rent	Rent Great Western Bank - 113 E State St Parking lot 1/2	Rent	Rent	Resolution	600.00	per year	600.00	0%	6/24/2019	2019-134
Admin	Rent	Rent Marshall Gun Club	Rent	Rent	Resolution	75.00	\$75 per acre, term of 3 years	75.00	0%	6/24/2019	2019-134
Admin	Rent	Rent- Marshalltown Football League	Rent	Rent	Resolution	1.00	1.00 per year for 3 years, payable in advance	1.00	0%	6/24/2019	2019-134
Admin	Rent	Rent Steve Ames - 113 E State St Parking lot 1/2	Rent	Rent	Resolution	600.00	per year	600.00	0%	6/24/2019	2019-134
Airport		Airport Fees - schedule by Res	111.004	004-020	Resolution	-	set by Management Contract	-	0%	6/24/2019	2019-134
Airport		Airport Services	111-004	004-020	Resolution	-	set by Management Contract	-	0%	6/24/2019	2019-134
BUILDING		Backflow Prevention	153.002	Sec. 14-77	Ordinance	10.00		10.00	0%	6/24/2019	2019-134
BUILDING		Plan Review Fees	151.002			-		-	0%	6/24/2019	2019-134
Fire	Accident	Accident Response Fee-nonresident			Resolution	284.76	min 1 hour billed, over 1 hour: billed per HAZMAT schedule, plus materials, includes replacement or	284.76	0%	6/24/2019	2019-134
Fire	Accident	Accident Response Fee-resident			Resolution	284.76	min 1 hour billed, over 1 hour: billed per HAZMAT schedule, plus materials, includes replacement or	284.76	0%	6/24/2019	2019-134
Fire	Accident	Pillow	OTHER FEES			10.00		10.00	0%	6/24/2019	2019-134
Fire	Accident	Spill pad	OTHER FEES			2.50		2.50	0%	6/24/2019	2019-134
Fire	Accident	Vehicle Leaking Fluid - minimum charge plus materials			Resolution	50.00	Minimum 50 plus materials	50.00	0%	6/24/2019	2019-134

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Fire	Admin	Administrative Fee for all responses to accidents - for cleanup of gasoline, diesel, oil, antifreeze			Resolution	100.00	per event	100.00	0%	6/24/2019	2019-134
Fire	HazMat	HazMat Response billing protocol re: Iowa Code 455B.392	54.007		Iowa State County Ordinance	500.00	Fee set by Marshall County Hazardous Materials Ordinance 8/4/1988- fee is \$500 for first two hours and per hour for remainder of crew, billed in 15 minute increments beyond 1st hour.	500.00	0%	6/24/2019	2019-134
Fire	HazMat	HazMat Apparatus pumper		IFC Sec 105		284.76	Min chg 1 hour	284.76	0%	6/24/2019	2019-134
Fire	HazMat	HazMat equipment repair or cleaning: billed at cost plus labor and shipping		IFC Sec 105		cost+	actual cost, labor and shipping	cost+	0%	6/24/2019	2019-134
Fire	HazMat	HazMat equipment/property damaged: billed at replacement cost plus labor and shipping		IFC Sec 105		cost+	actual cost, labor and shipping	cost+	0%	6/24/2019	2019-134
Fire	HazMat	HazMat expended materials - replacement cost plus shipping		IFC Sec 105		cost+	actual cost, labor and shipping	cost+	0%	6/24/2019	2019-134
Fire	HazMat	HazMat extra personnel / callback personnel		IFC Sec 105		22.80	per hour	22.80	0%	6/24/2019	2019-134
Fire	IllegalBurn	Illegal Burn - 1st Offense	91.021	012-085	Resolution	100.00		100.00	0%	6/24/2019	2019-134
Fire	IllegalBurn	Illegal Burn - 2nd Offense	91.021	012-085	Resolution	200.00		200.00	0%	6/24/2019	2019-134
Fire	IllegalBurn	Illegal Burn - 3rd Offense	91.021	012-085	Resolution	300.00		300.00	0%	6/24/2019	2019-134
Fire	Inspection	Inspection, - 4th+ Reinspection			Resolution	150.00		150.00	0%	6/24/2019	2019-134
Fire	Inspection	Inspection, -1st Reinspection			Resolution	-		-	0%	6/24/2019	2019-134
Fire	Inspection	Inspection, -2nd Reinspection			Resolution	75.00		75.00	0%	6/24/2019	2019-134
Fire	Inspection	Inspection, -3rd Reinspection			Resolution	100.00		100.00	0%	6/24/2019	2019-134
Fire	Inspection	Inspection, -Initial			Resolution	-		-	0%	6/24/2019	2019-134
Fire	Inspection	Inspection-Liquor Only0 - Initial Inspection			Resolution	-		-	0%	6/24/2019	2019-134
Fire	Inspection	Inspection-Liquor Only1 - 1st reinspection			Resolution	25.00		25.00	0%	6/24/2019	2019-134
Fire	Inspection	Inspection-Liquor Only2 - 2nd reinspection			Resolution	75.00		75.00	0%	6/24/2019	2019-134
Fire	Inspection	Inspection-Liquor Only3 - 3rd reinspection			Resolution	100.00		100.00	0%	6/24/2019	2019-134
Fire	Inspection	Inspection-Liquor Only4 - 4th+ reinspection			Resolution	150.00		150.00	0%	6/24/2019	2019-134
Fire	Permit	Aerosol Product Permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Aircraft Refueling Vehicle Permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Aircraft repair hangar permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134

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Fire	Permit	Asbestos removal permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Assembly permit1 50-100 occupants		IFC Sec 105	Ordinance	35.00		35.00	0%	6/24/2019	2019-134
Fire	Permit	Assembly permit2 101-300 occupants		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Assembly permit3 301-500 occupants		IFC Sec 105	Ordinance	75.00		75.00	0%	6/24/2019	2019-134
Fire	Permit	Assembly permit4 501+ occupants		IFC Sec 105	Ordinance	95.00		95.00	0%	6/24/2019	2019-134
Fire	Permit	Automobile wrecking yard permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Carnivals and fair permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	cellulose nitrate film permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	cellulose nitrate storage permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	combustible fiber storage permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	combustible material storage		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Commercial Burn Permit	91.021	012-085	Resolution	200.00		200.00	0%	6/24/2019	2019-134
Fire	Permit	compressed gases permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Confined Space	OTHER FEES		Resolution	2,500.00	annual beginning 7/1/2011, three years	2,500.00		6/24/2019	2019-134
Fire	Permit	Confined Space Permit- Lennox	OTHER FEES	2006-120	Resolution	2,500.00	Annual	2,500.00	0%	6/24/2019	2019-134
Fire	Permit	cryogens permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	cutting / welding permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	dry cleaning plant permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	dust producing operation permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	explosive or blasting agent permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Fire Excessive Alarm1 6-9	32.003	012-098	Ordinance	50.00	First 5 free, fee per alarm	50.00	0%	6/24/2019	2019-134
Fire	Permit	Fire Excessive Alarm2 10 OR MORE	32.003	012-098	Ordinance	100.00	First 5 free, fee per alarm	100.00	0%	6/24/2019	2019-134
Fire	Permit	fire hydrant permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134

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Fire	Permit	Fire works permit		IFC Sec 105	Ordinance	85.00		85.00	0%	6/24/2019	2019-134
Fire	Permit	Flammable Liq1 <1000 gal		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Flammable Liq2 1001- 10,000 gal		IFC Sec 105	Ordinance	75.00		75.00	0%	6/24/2019	2019-134
Fire	Permit	Flammable Liq3 >10,001 gal		IFC Sec 105	Ordinance	100.00		100.00	0%	6/24/2019	2019-134
Fire	Permit	Fruit ripening permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Fumigation/Insecticide permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Hazardous production materials permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	High piled storage permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Liquid or gas fueled equipment in assemblies		IFC Sec 105		55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Liquid Propane Tank Permit1 <5k gallons		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Liquid Propane Tank Permit2 5k-10k gallons		IFC Sec 105	Ordinance	75.00		75.00	0%	6/24/2019	2019-134
Fire	Permit	Liquid Propane Tank Permit3 10k+ gallons		IFC Sec 105	Ordinance	100.00		100.00	0%	6/24/2019	2019-134
Fire	Permit	Liquified liquids dispensing/fuel commercial 1 - 1-1000 gallons		IFC Sec 105		55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Liquified liquids dispensing/fuel commercial 2 - 1001- 10000 gallons		IFC Sec 105		75.00		75.00	0%	6/24/2019	2019-134
Fire	Permit	Liquified liquids dispensing/fuel commercial 3 - 10001 or more gallons		IFC Sec 105		100.00		100.00	0%	6/24/2019	2019-134
Fire	Permit	Lumber yard/woodworking permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Magnesium working permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Mall Permit, covered		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Open burning permit - commercial		IFC Sec 105		200.00		200.00	0%	6/24/2019	2019-134
Fire	Permit	Organic coatings permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Ovens permit, industrial		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Place of Assembly Permit 2 101-300		012-012		55.00	Fire Code Permits - Fire Schedule	55.00	0%	6/24/2019	2019-134
Fire	Permit	Place of Assembly Permit 4 501 or more		012-012		95.00	Fire Code Permits - Fire Schedule	95.00	0%	6/24/2019	2019-134

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Fire	Permit	Place of Assembly Permit1 50-100		012-012		35.00	Fire Code Permits - Fire Schedule	35.00	0%	6/24/2019	2019-134
Fire	Permit	Place of Assembly Permit3 301-500		012-012		75.00	Fire Code Permits - Fire Schedule	75.00	0%	6/24/2019	2019-134
Fire	Permit	Pyrotechnical special effects		012-012	Ordinance	250.00	Fire Code Permits - Fire Schedule	250.00	0%	6/24/2019	2019-134
Fire	Permit	Radioactive material permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Refrigeration equipment permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Repair garage permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Spraying and dipping permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Tents, canopies, temporary membrane permit		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	Permit	Tire Storage		IFC Sec 105	Ordinance	55.00		55.00	0%	6/24/2019	2019-134
Fire	PlanReview	Plan* Review - Alarm System			Resolution	75.00	does not include third party reviewer charges for factory, hazardous, educational, institutional, storage	75.00	0%	6/24/2019	2019-134
Fire	PlanReview	Plan* Review - Building			Resolution	75.00		75.00	0%	6/24/2019	2019-134
Fire	PlanReview	Plan* Review - Sprinkler System			Resolution	75.00		75.00	0%	6/24/2019	2019-134
Housing	Building	Building Investigation Fee		007-002	Resolution	-		-	0%	6/24/2019	2019-134
Housing	Building	Building Permit - Schedule		007-002	Resolution	-	- Schedule	-	0%	6/24/2019	2019-134
Housing	Building	Building Permit Fees 2012			Resolution	-		-	0%	6/24/2019	2019-134
Housing	Building	Demolition Permit		007-003	Resolution	25.00	Each building	25.00	0%	6/24/2019	2019-134
Housing	Building	Gas & Plumbing Permits - schedules of fees	115.003	Sec. 14-75	Resolution	-		-	0%	6/24/2019	2019-134
Housing	Building	Moving Building		007-002	Resolution	25.00	Each Building	25.00	0%	6/24/2019	2019-134
Housing	Building	Plumbing Permits -schedules of fees	153.002		Resolution	-	- Schedule	-	0%	6/24/2019	2019-134
housing	code enf	Certified Mail Fee			Ordinance	-	recoup actual cost for nuisance cleanup	-	0%	6/24/2019	2019-134
housing	code enf	Code Enforcement Admin Fee			Resolution	100.00	per cleanup	100.00	0%	6/24/2019	2019-134
Housing	Code Enf	Landfill Fee - Nuisance			Ordinance	-	recoup actual cost for nuisance cleanup	-	0%	6/24/2019	2019-134
housing	code enf	Nuisance Abatement Cleanup Fee			Ordinance	-	recoup actual cost for nuisance cleanup	-	0%	6/24/2019	2019-134

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>Old Code Section</u>	<u>How Fee Set</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
housing	code enf	Nuisance Vehicle - Impound Fee	95.009	21-73	Resolution	-	reasonable fee for less than 14 days storage	-	0%	6/24/2019	2019-134
Housing	Code Enf	Towing Fee - Nuisance charges			Ordinance	-	recoup actual cost for nuisance cleanup	-	0%	6/24/2019	2019-134
Housing	Gas	Gas Dealer		014-072	Ordinance/Resolution	-	Annual, expires 12/31	-	0%	6/24/2019	2019-134
Housing	Gas	Gas Fitter		014-028	Resolution	50.00	Annual, expires 12/31	50.00	0%	6/24/2019	2019-134
Housing	Gas	Gas Heating Contractor		014-028	Resolution	-	Annual, expires 12/31	-	0%	6/24/2019	2019-134
Housing	Gas	Gas-Utility Co Annual		014-026	Resolution	-	Annual, expires 12/31	-	0%	6/24/2019	2019-134
Housing	Gas	Heating Contractor		014-028	Resolution	-	Annual, expires 12/31	-	0%	6/24/2019	2019-134
Housing	Lead Program	Lead hazard Control Grant Program Subordination			Resolution	100.00		100.00	0%	6/24/2019	2019-134
Housing	Plumbing	JP JourneyPlumber		014-068	Resolution	-	Annual, expires 12/31	-	0%	6/24/2019	2019-134
Housing	Plumbing	MP Master Plumber		014-068	Resolution	-	Annual, expires 12/31	-	0%	6/24/2019	2019-134
Housing	Plumbing	PC Plumbing Contractor		014-072	Ordinance/Resolution	-	Annual, expires 12/31	-	0%	6/24/2019	2019-134
Housing	Plumbing	Plumbing - Backflow Prevent		014-077(b)4	Water Works/Ordinance	10.00	Renewal	10.00	0%	6/24/2019	2019-134
Housing	Plumbing	Plumbing Gas Fees 2012			Resolution	-		-	0%	6/24/2019	2019-134
Housing	Plumbing	Plumbing License (factory)		014-026	Resolution	25.00	Annual, expires 12/31	25.00	0%	6/24/2019	2019-134
Housing	Plumbing	Plumbing Permits for Work	153.002	014-075	Resolution	-	See schedule	-	0%	6/24/2019	2019-134
Housing	Rental Housing	Application Fee - new rental properties			Resolution	50.00		50.00	0%	6/24/2019	2019-134
Housing	Rental Housing	Assessment fee - rental housing	152.005		Resolution	25.00	per parcel item assessed to taxes	25.00	0%	6/24/2019	2019-134
Housing	Rental Housing	Complaint - Housing Advisory Board	152.008	015.5-017	Resolution	-	Per instance \$100 deposit	-	0%	6/24/2019	2019-134
Housing	Rental Housing	Rental Property1-1st Unit	152.005	015.5-008	Resolution	33.00		40.00	21%	6/24/2019	2019-134
Housing	Rental Housing	Rental Property2-2nd Unit	152.005	015.5-008	Resolution	29.75		32.00	8%	6/24/2019	2019-134
Housing	Rental Housing	Rental Property3 3-12th units	152.005	015.5-008	Resolution	23.75		25.00	5%	6/24/2019	2019-134
Housing	Rental Housing	Rental Property4-13 and more Units	152.005	015.5-008	Resolution	17.00		20.00	18%	6/24/2019	2019-134
Housing	Zoning	Annexation - Voluntary for non taxable property			Resolution	250.00		250.00	0%	6/24/2019	2019-134

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>Old Code Section</u>	<u>How Fee Set</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
Housing	Zoning	Final Subdivision Plat			Resolution	100 + 50/ac.		150 min	0%	6/24/2019	2019-134
Housing	Zoning	Home Occupation Special Use Permit			Resolution	-		50.00	0%	6/24/2019	2019-134
Housing	Zoning	Home Occupation Special Use Permit			Resolution	50.00		150.00	200%	6/24/2019	2019-134
Housing	Zoning	Ordinance change request			Resolution	500.00		500.00	0%	6/24/2019	2019-134
Housing	Zoning	Planned Unit Development Amendment			Resolution	100.00		200.00	100%	6/24/2019	2019-134
Housing	Zoning	Planned Unit Development base fee			Resolution	300 + 50/ac	\$300 base fee plus \$50 per acre	350 min	0%	6/24/2019	2019-134
Housing	Zoning	Rezoning Request			Resolution	500.00		500.00	0%	6/24/2019	2019-134
Housing	Zoning	Severance Fee			Resolution	250.00		250.00	0%	6/24/2019	2019-134
Housing	Zoning	Sidewalk Deferment Application	57.039		Resolution	250.00		250.00	0%	6/24/2019	2019-134
Housing	Zoning	Sign Permit			Resolution	25.00	Larger of \$25 or \$1 / sq foot	25.00	0%	6/24/2019	2019-134
Housing	Zoning	Special Use Permit			Resolution	300.00		300.00	0%	6/24/2019	2019-134
Housing	Zoning	Subdivision Final Plat base fee			Resolution	100.00		100.00	0%	6/24/2019	2019-134
Housing	Zoning	Subdivision Final Plat per acre fee			Resolution	50.00		50.00	0%	6/24/2019	2019-134
Housing	Zoning	Subdivision Preliminary Plat Base fee			Resolution	250.00		250.00	0%	6/24/2019	2019-134
Housing	Zoning	Subdivision Preliminary Plat per acre fee			Resolution	50.00		50.00	0%	6/24/2019	2019-134
Housing	Zoning	Variance - any other building			Resolution	200.00		200.00	0%	6/24/2019	2019-134
Housing	Zoning	Variance - owner occupied dwelling			Resolution	150.00		150.00	0%	6/24/2019	2019-134
Housing	Zoning	Zoning Verification Letter (Multi-family, Commercial, Industrial, Non-SF)			Resolution	-		100.00	0%	6/24/2019	2019-134
Housing	Zoning	Zoning Verification Letter (Single Family Residential)			Resolution	-		25.00	0%	6/24/2019	2019-134
Parks	Aquatic	Adult/Tot Swim (T,Th, Sat) 15-pass scan card			Resolution	40.00		40.00	0%	6/24/2019	2019-134
Parks	Aquatic	Adult/Tot Swim (T,Th, Sat) daily			Resolution	3.00		3.00	0%	6/24/2019	2019-134
Parks	Aquatic	Aquatic center admission - 10-tickets sheet			Resolution	38.00		38.00	0%	6/24/2019	2019-134
Parks	Aquatic	Aquatic center admission 2019- after 5			Resolution	2.00		2.00	0%	6/24/2019	2019-134

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Parks	Aquatic	Aquatic center admission 2019 daily			Resolution	4.00		4.00	0%	6/24/2019	2019-134
Parks	Aquatic	Birthday Splash - 10 plus hot dog and drink			Resolution	50.00		50.00	0%	6/24/2019	2019-134
Parks	Aquatic	Birthday Splash - 10 plus pizza and drink			Resolution	60.00		60.00	0%	6/24/2019	2019-134
Parks	Aquatic	Birthday Splash - 10 plus small drink			Resolution	70.00		70.00	0%	6/24/2019	2019-134
Parks	Aquatic	Doggie Dip (per dog)			Resolution	5.00		5.00	0%	6/24/2019	2019-134
Parks	Aquatic	Rental - Entire aquatic center			Resolution	600.00		600.00	0%	6/24/2019	2019-134
Parks	Aquatic	Season Pass - 1-person			Resolution	90.00		90.00	0%	6/24/2019	2019-134
Parks	Aquatic	Season Pass - 2-person family			Resolution	155.00		155.00	0%	6/24/2019	2019-134
Parks	Aquatic	Season Pass - additional family members			Resolution	25.00		25.00	0%	6/24/2019	2019-134
Parks	Aquatic	Season Pass - nanny			Resolution	75.00		75.00	0%	6/24/2019	2019-134
Parks	Aquatic	Splash Dance			Resolution	3.00		3.00	0%	6/24/2019	2019-134
Parks	Aquatic	Swimming Lesson- indoor learn to swim			Resolution	40.00		40.00	0%	6/24/2019	2019-134
Parks	Aquatic	Swimming Lesson- indoor preschool			Resolution	40.00		40.00	0%	6/24/2019	2019-134
Parks	Aquatic	Swimming Lesson- outdoor learn to swim			Resolution	42.00		42.00	0%	6/24/2019	2019-134
Parks	Aquatic	Swimming Lesson- outdoor preschool			Resolution	32.00		32.00	0%	6/24/2019	2019-134
Parks	Aquatic	Water walking / lap swim - 15-pass scan card			Resolution	40.00		40.00	0%	6/24/2019	2019-134
Parks	Aquatic	Water walking / lap swim - daily			Resolution	3.00		3.00	0%	6/24/2019	2019-134
Parks	Camping	Camping - Electric only	93.001	021.5-004	Resolution	15.00	per day	20.00	33%	6/24/2019	2019-134
Parks	Camping	Camping - Full Hookup	93.001	021.5-004	Resolution	20.00	per day	25.00	25%	6/24/2019	2019-134
Parks	Camping	Camping - no electric	93.001	021.5-004	Resolution	12.00	per day	15.00	25%	6/24/2019	2019-134
Parks	DogPark	Dog Park Pass-Intact Animal			Resolution	25.00	ANNUAL	25.00	0%	6/24/2019	2019-134
Parks	DogPark	Dog Park Pass-Spayed or Neutered Animal			Resolution	20.00	ANNUAL	20.00	0%	6/24/2019	2019-134
Parks	Memorial	Memorial Bench			Resolution	900.00		900.00	0%	6/24/2019	2019-134

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Parks	Memorial	Memorial Plaque			Resolution	100.00		100.00	0%	6/24/2019	2019-134
Parks	Memorial	Memorial Tree			Resolution	300.00		300.00	0%	6/24/2019	2019-134
Parks	Shelter	Shelter - Anson (seasonal)			Resolution	40.00	weekday rate	40.00	0%	6/24/2019	2019-134
Parks	Shelter	Shelter - Anson (seasonal)			Resolution	80.00	Daily Rate	80.00	0%	6/24/2019	2019-134
Parks	Shelter	Shelter - Community Bldg			Resolution	55.00	weekday rate	55.00	0%	6/24/2019	2019-134
Parks	Shelter	Shelter - Community Bldg			Resolution	105.00	Daily Rate	125.00	19%	6/24/2019	2019-134
Parks	Shelter	SHelter - Kiwanis (seasonal)			Resolution	35.00	weekday rate	35.00	0%	6/24/2019	2019-134
Parks	Shelter	SHelter - Kiwanis (seasonal)			Resolution	70.00	Daily Rate	70.00	0%	6/24/2019	2019-134
Parks	Shelter	Shelter - Log Cabin (seasonal)			Resolution	25.00	weekday rate	25.00	0%	6/24/2019	2019-134
Parks	Shelter	Shelter - Log Cabin (seasonal)			Resolution	45.00	Daily Rate	45.00	0%	6/24/2019	2019-134
Parks	Shelter	Shelter -Reunion Hall			Resolution	45.00	weekday rate	45.00	0%	6/24/2019	2019-134
Parks	Shelter	Shelter -Reunion Hall			Resolution	90.00	Daily Rate	90.00	0%	6/24/2019	2019-134
Parks	Terrace	Tree Planting- terrace		027-019	Resolution	-	None issued - moratorium	-None issued c	0%	6/24/2019	2019-134
PARKS		SUMMER BLAST				85.00	per child per week	95.00	12%		
Police	Alarm	Alarm- failure to notify PD of service changes	33.024		Resolution	-		-	0%	6/24/2019	2019-134
Police	Alarm	Alarm Police - Failure to Notify PD Service Fee	33-024	017-223	Ordinance	25.00		25.00	0%	6/24/2019	2019-134
Police	Alarm	Alarm Police - False	33.022	017-221	Resolution	40.00	First two in calendar year are free	40.00	0%	6/24/2019	2019-134
Police	Alarm	Malfunctioning Alarm - Service fee to disable	33.023			-		-	0%	6/24/2019	2019-134
Police	Parking	Parking - impounded pursuant to 72.071				50.00		50.00	0%	6/24/2019	2019-134
Police	Parking	Parking Violations	72.001	020-168	Ordinance	10.00	per ticket	20.00	100%	6/24/2019	2019-134
Police	Parking	Parking Violations - Over 30 days	72.001	020-168	Ordinance	15.00	per ticket	5.00	-67%	6/24/2019	2019-134
Police	Parking	Skof Tow Fee	72.070 - 72.0076			-		50.00	0%	6/24/2019	2019-134
Police	Records	Copying of Public Records			Resolution	0.25	per page (B&W)	0.25	0%	6/24/2019	2019-134

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Police	Records	Copying of Public Records			Resolution	-	Actual cost for providing digital media	-	0%	6/24/2019	2019-134
Police	Records	Copying of Public Records			Resolution	0.50	per page (color)	0.50	0%	6/24/2019	2019-134
Police	Records	Copying of Public Records			Resolution	1.00	per DVD/CD	1.00	0%	6/24/2019	2019-134
Police	Records	Fingerprinting services			Resolution	8.00	per card	8.00	0%	6/24/2019	2019-134
Police	Records	Local Criminal History			Resolution	13.00		13.00	0%	6/24/2019	2019-134
Police	Service	Social Host Ordinance Enforcement fee	112.040		Ordinance	-	Officers time on investigation	-	0%	6/24/2019	2019-134
Police	Service	X-duty Police Security Services			Resolution	45.00	per hour	45.00	0%	6/24/2019	2019-134
Police	TOW	Towing Admin Fee		020-189	Ordinance	50.00		50.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Compost Bag fee (does not include drop off charge)	50.006	13-6	Resolution	1.00	per bag purchased	1.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Compost Fees 2019	50.006	13-6	Resolution	-			0%	6/24/2019	2019-134
PUB WORKS	Compost	Loading Fee - Wood Chip Mulch	50.006	13-6	Resolution	15.00		15.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Sale of Compost - small quantities	50.006	13-6	Resolution	2.00		2.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Sale of Compost - large dump truck	50.006	13-6	Resolution	100.00		100.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Sale of Compost - pickup	50.006	13-6	Resolution	35.00		35.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Sale of Compost - small dump truck	50.006	13-6	Resolution	70.00		70.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Sale of Firewood (unprocessed) - cord	50.006	13-6	Resolution	12.00		12.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Sale of Firewood (unprocessed) - grain or stock truck 3.4 cords	50.006	13-6	Resolution	40.00		40.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Sale of Firewood (unprocessed) - large dump truck 2.8 cords	50.006	13-6	Resolution	30.00		30.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Sale of Firewood (unprocessed) - pickup	50.006	13-6	Resolution	10.00		10.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Sale of Firewood (unprocessed) - small dump truck 1.6 cords	50.006	13-6	Resolution	20.00		20.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Unscreened wood chip mulch, large dump truck	50.006	13-6	Resolution	75.00		75.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Unscreened wood chip mulch, per Cubic Yard	50.006	13-6	Resolution	5.00		5.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Unscreened wood chip mulch, pickup	50.006	13-6	Resolution	25.00		25.00	0%	6/24/2019	2019-134

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PUB WORKS	Compost	Unscreened wood chip mulch, small dump truck	50.006	13-6	Resolution	30.00		30.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Kraft bag disposal	50.006	13-6	Resolution	1.00		1.00	0%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - other Container - minimum	50.006	13-6	Resolution	2.00		3.00	50%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Trailer - 4'x8' to 4'x10'	50.006	13-6	Resolution	8.00		9.00	13%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Trailer - 8'x10'	50.006	13-6	Resolution	12.00		14.00	17%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Trailer - Larger than 8'x10'	50.006	13-6	Resolution	25.00		28.00	12%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Trailer - small 4'x6'	50.006	13-6	Resolution	5.00		6.00	20%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - car / van / suv	50.006	13-6	Resolution	5.00		6.00	20%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Truck - pickup 1 ton 8'x10'	50.006	13-6	Resolution	12.00		14.00	17%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Truck - pickup 1/2 and 3/4 ton	50.006	13-6	Resolution	8.00		9.00	13%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Truck - pickup small 4'x6'	50.006	13-6	Resolution	5.00		6.00	20%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Large	50.006	13-6	Resolution	25.00		28.00	12%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Large Dump	50.006	13-6	Resolution	35.00		39.00	11%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Packer	50.006	13-6	Resolution	50.00		55.00	10%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Small Dump	50.006	13-6	Resolution	25.00		28.00	12%	6/24/2019	2019-134
PUB WORKS	Compost	Yard Waste and tree Debris Disposal - Vehicle - Trucks - Stock or Grain	50.006	13-6	Resolution	45.00		50.00	11%	6/24/2019	2019-134
PUB WORKS	Electrical	Annual inspection fee	154.058	Resolution	Resolution	100.00		100.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Appliances - fixed or stationary	154.058	Resolution	Resolution	5.00		5.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Central air conditioners & motors over 1HP, \$5 each	154.058	Resolution	Resolution	10.00		10.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Electrical Contractor	154.085 - renewal 154.088	011-104	Ordinance		- Annual, expires 12/31	-	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Electrical exam fee	154.085	011-100	Ordinance	25.00	Initial application	25.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Electrical exam fee - expedited	154.085	011-100	Ordinance	150.00	Initial application	150.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Electrical License - Apprentice	154.085	011-091	Ordinance	10.00	Annual, expires 12/31	10.00	0%	6/24/2019	2019-134

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>Old Code Section</u>	<u>How Fee Set</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
PUB WORKS	Electrical	Electrical permit, basic fee	154.058	Resolution	Resolution	15.00		15.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Electrical work by homeowner	154.058	011-043	Resolution		- Annual, expires 12/31	-	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Generators 0-5 kva or kw	154.058	Resolution	Resolution	10.00		10.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Generators 21+ each additional 10 kva over 20	154.058	Resolution	Resolution	1.00		1.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Generators 5-20 kva or kw	154.058	Resolution	Resolution	5.00		5.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Journeyman Electrician	154.085 - renewal 154.088	011-104	Ordinance		- Annual, expires 12/31	-	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Lighting or power service, 1 meter	154.058	Resolution	Resolution	10.00		10.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Lighting or power service, additional meters over 1	154.058	Resolution	Resolution	5.00		5.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Maximum fee for each building or job	154.058	Resolution	Resolution	500.00		500.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Opening, switches, outlets, fixtures 1-25	154.058	Resolution	Resolution	10.00		10.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Opening, switches, outlets, fixtures 26+ each 50 add	154.058	Resolution	Resolution	10.00		10.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Re-inspection due to faulty work	154.058	Resolution	Resolution	25.00		25.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Restricted Electrician	154.085 - renewal 154.088	011-039	Ordinance	70.00	Annual, expires 12/31	70.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Signs - factory made and installed as unit	154.058	Resolution	Resolution	10.00		10.00	0%	6/24/2019	2019-134
PUB WORKS	Electrical	Temporary service	154.058	Resolution	Resolution	10.00		10.00	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Construction Bond	57.023	Bond	Resolution	10,000.00		10,000.00	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Driveway Application Non-Standard	72.039		Resolution	28.00	EACH	31.00	11%	6/24/2019	2019-134
PUB WORKS	Engineering	Driveway Approach Inspection	72.039		Resolution	28.00	EACH	31.00	11%	6/24/2019	2019-134
PUB WORKS	Engineering	Driveway Approach Permit	72.039		Resolution	28.00	EACH	31.00	11%	6/24/2019	2019-134
PUB WORKS	Engineering	Driveway Approach Re-Inspection Fee	72.039		Resolution	22.00	EACH	24.00	9%	6/24/2019	2019-134
PUB WORKS	Engineering	Driveway Extension w/Authorization	72-039		Resolution	39.00	EACH	43.00	10%	6/24/2019	2019-134
PUB WORKS	Engineering	Driveway Extension w/o Authorization	72-039		Resolution	83.00	EACH	91.00	10%	6/24/2019	2019-134
PUB WORKS	Engineering	Entrance/Curb Cut	57.016		Resolution	22.00	EACH	24.00	9%	6/24/2019	2019-134

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PUB WORKS	Engineering	Excavation Bond - Annual	57.023	Bond	Resolution	10,000.00		10,000.00	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Excavation Bond - Site Specific	57.023		Resolution	10,000.00		10,000.00	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Excavation Permit (Work with the ROW)	57.021		Resolution	19.00	EACH	21.00	11%	6/24/2019	2019-134
PUB WORKS	Engineering	Excavation Permit (Work within the ROW)	57.021		Resolution	19.00	EACH	21.00	11%	6/24/2019	2019-134
PUB WORKS	Engineering	Flood Plain Survey			Resolution		we do not perform surveys - requires licensed surveyor	-	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Mailbox - max reimbursement for city-damaged post	59.007 - 59.008		Resolution	50.00	max reimb for replacement	50.00	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Public Works Sale of Asphalt Millings, per ton	OTHER FEES		Resolution	5.00	per ton	5.00	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Sewer Cutoff				\$24.00		28.00	0.166667	7/8/2019	2019-152
PUB WORKS	Engineering	Sewer Repair				\$24.00		28.00	0.166667	7/8/2019	2019-152
PUB WORKS	Engineering	Sidewalk Inspection Fee (Full Sidewalk Construction)	57.042			37.00	EACH	41.00	11%	6/24/2019	2019-134
PUB WORKS	Engineering	Sidewalk Inspection Fee (Partial Construction)	57.042			28.00	EACH	31.00	11%	6/24/2019	2019-134
PUB WORKS	Engineering	Solid Waste Management Assessment-Commercial	51.001	028-017	Resolution	72.60	Annual - billed by waterworks	72.60	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Solid Waste Management Assessment-Agricultural with a water meter	51.001	028-021	Resolution	8.40	Annual - billed by waterworks	8.40	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Solid Waste Management Assessment-Industrial	51.001	028-018	Resolution	72.60	Annual - billed by waterworks	72.60	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Solid Waste Management Assessment-Multiple Family Residential, per family unit	51.001	028-020	Resolution	8.40	Annual - billed by waterworks	8.40	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Solid Waste Management Assessment-Single Family Residential	51.001	028-019	Resolution	8.40	Annual - billed by waterworks	8.40	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Solid Waste Management Assessment-Trailer Court / each lot	51.001	028-022	Resolution	8.40	Annual - billed by waterworks	8.40	0%	6/24/2019	2019-134
PUB WORKS	Engineering	Street Patch Inspection				28.00	EACH	31.00	11%	6/24/2019	2019-134
PUB WORKS	Engineering	Tunneling Permit	57.017	026-018	Resolution	19.00		19.00	0%	6/24/2019	2019-134
PUB WORKS	San Sewer	Sewer Connection Fee(New Div)	52-007	028-035	Resolution	300.00		300.00	0%	6/24/2019	2019-134
PUB WORKS	San Sewer	Sewer Connection Fee(WPCP)	52-004	028-033	Resolution	3,200.00		3,200.00	0%	6/24/2019	2019-134
PUB WORKS	San Sewer	Sewer Cutoff			Resolution	15.00		28.00	87%	6/24/2019	2019-134
PUB WORKS	San Sewer	Sewer Repair			Resolution	20.00		28.00	40%	6/24/2019	2019-134

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>Old Code Section</u>	<u>How Fee Set</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
PUB WORKS	SEWER	New Sewer Connection				25.00	EACH	28.00	12%	6/24/2019	2019-134
PUB WORKS	SEWER	Sewer Connection Fee(City Installed)				3,200.00	EACH	3,200.00	0%	6/24/2019	2019-134
PUB WORKS	SEWER	Sewer Connection Fee(Subdivision Installed)				300.00	EACH	300.00	0%	6/24/2019	2019-134
PUB WORKS	SEWER	Sewer Cutoff				25.00	EACH	28.00	12%	6/24/2019	2019-134
PUB WORKS	SEWER	Sewer Repair				25.00	EACH	28.00	12%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	4" Pump (4 hour minimum)	52.074		Resolution	7.00	hr	7.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	6" Pump (4 hour minimum)	52.074		Resolution	13.00	hr	13.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	Air Compressor	52.074		Resolution	25.00	hr	25.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	Back Hoe	52.074		Resolution	50.00	hr	50.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	Back Hoe w/ Hammer or tamper	52.074		Resolution	65.00	hr	65.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	Concrete Saw	52.074		Resolution	45.00	hr	45.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	Dump Truck (2.5 ton)	52.074		Resolution	35.00	hr	35.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	End loader	52.074		Resolution	65.00	hr	65.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	Hole Coring Saw	52.074		Resolution	20.00	hole	20.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	Jet Truck	52.074		Resolution	65.00	hr	65.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	Jet Vacuum truck	52.074		Resolution	90.00	hr	90.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.	52.074		Resolution		Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	One Ton Truck	52.074		Resolution	15.00	hr	15.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	Pickup Truck	52.074		Resolution	12.00	hr	12.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Equip	Television truck	52.074		Resolution	90.00	hr	90.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Tap	4" Service Lateral Connection (including labor, equipment & saddle)	52.074		Resolution	136.00		136.00	0%	6/24/2019	2019-134
PUB WORKS	Sewer Tap	6" Service Lateral Connection (including labor, equipment & saddle)	52.074		Resolution	157.00		157.00	0%	6/24/2019	2019-134
PUB WORKS	STORM	COSESCO PERMIT				120.00	PER ACRE PLUS ADDL FEE \$20 PER ACRE	120.00	0%	6/24/2019	2019-134

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PUB WORKS	STORM	Storm Sewer Revision				25.00	EACH	28.00	12%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	COSESCO Permit - per acre plus \$20 additional acre or portion thereof			Resolution	120.00		120.00	0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	Major Erosion Control Permit	55.003-55.013	028-162	Resolution	-	based on parcel size 120 per acre + 20 addl acre		0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	Minor Erosion Control Permit	55.004 - 55.013	028-175	Resolution	-	based on parcel size 120 per acre + 20 addl acre		0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	Public Works Construction Site Erosion Sediment	55.013		Resolution	-	based on parcel size 120 per acre + 20 addl acre		0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	Storm Sewer Revision			Resolution	15.00		28.00	87%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	Storm Water Rate	53.006 - 55.013	028-138	Ordinance	4.00	per ERU (2800 aq ft)	4.00	0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	Storm water runoff - detention exception fee: commercial	53.026	028-138	Ordinance	13,500.00	per acre, \$.90 runoff coefficient	13,500.00	0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	Storm water runoff - detention exception fee: industrial	53.026	028-138	Ordinance	12,000.00	per acre, \$.80 runoff coefficient	12,000.00	0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	Storm water runoff - detention exception fee: low density and single/two family residential	53.026	028-138	Ordinance	6,000.00	per acre, \$.40 runoff coefficient	6,000.00	0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	Storm water runoff - medium-high-density and multi-family residential	53.026	028-138	Ordinance	12,000.00	per acre, \$.80 runoff coefficient	12,000.00	0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	Storm Water Utility rate - exemption and credit application fee	53.024	028-133	Resolution	100.00	100 for non residential and \$50 for residential properties	100.00	0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	SUDAS - in lieu of Detention-Commercial	53.026	028-135	Ordinance	13,500.00	per acre	13,500.00	0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	SUDAS - in lieu of Detention-Industrial	53.026	028-135	Ordinance	12,000.00	per acre	12,000.00	0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	SUDAS - in lieu of Detention-Low Density	53.026	028-135	Ordinance	6,000.00	per acre	6,000.00	0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	SUDAS - in lieu of Detention-Medium High	53.026	028-135	Ordinance	12,000.00	per acre	12,000.00	0%	6/24/2019	2019-134
PUB WORKS	Storm Sewer	Utility Rate - per ERU	53.006	028-125	Ordinance	4.00	per month	4.00	0%	6/24/2019	2019-134
WPCP	Billing & Mgm	Work Order	52.074		Resolution	10.00	each	10.00	0%	6/24/2019	2019-134
WPCP	Discharge	Waste Water Discharger Application Fee	52.074			-		-	0%	6/24/2019	2019-134
WPCP	Discharge	Waste Water Discharger Permit	52.075		Ordinance	-	establishes fee	-	0%	6/24/2019	2019-134
WPCP	Discharge	Waste Water Discharger Permit - late fee	52.074		Ordinance	50.00	per month past time due	50.00	0%	6/24/2019	2019-134
WPCP	DisposalFee	Waste Disposal - Grease Trap - In City		028-068	Ordinance	12.69	min per 100 gallons	12.69	0%	6/24/2019	2019-134
WPCP	DisposalFee	Waste Disposal - Grease Trap - Out of City	52.051	028-068	Ordinance	19.04	min per 100 gallons	19.04	0%	6/24/2019	2019-134

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>Old Code Section</u>	<u>How Fee Set</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
WPCP	DisposalFee	Waste Disposal - Mudpit Waste - In City	52.051	028-068	Ordinance	50.00	min per vehicle plus \$25 for more than 2 cu. yd.	50.00	0%	6/24/2019	2019-134
WPCP	DisposalFee	Waste Disposal - Mudpit Waste - Out of City		028-068	Ordinance	75.00	min per vehicle plus \$75 for more than 2 cu. yd.	75.00	0%	6/24/2019	2019-134
WPCP	DisposalFee	Waste Disposal - Other	52.051 - 52.074	028-068	Ordinance	0.03	min per gallon	0.03	0%	6/24/2019	2019-134
WPCP	DisposalFee	Waste Disposal - Septage - In City	52.051 - 52.074	028-068	Ordinance	8.46	per 100 gallons	8.46	0%	6/24/2019	2019-134
WPCP	DisposalFee	Waste Disposal - Septage - Out of City	52.051 - 52.074	028-068	Ordinance	12.69	min per 100 gallons	12.69	0%	6/24/2019	2019-134
WPCP	DisposalFee	Waste Disposal - Septage Waste	52.051		Ordinance	0.12	per gallon plus reeding fee or full tank load volume fee	0.12	2%	6/24/2019	2019-134
WPCP	DisposalFee	Waste Disposal - Septage Waste - meter reading fee	52.051		Ordinance	10.00		10.00	0%	6/24/2019	2019-134
WPCP	DisposalFee	Waste Disposal - Septage Waste- full tank load volume fee	52.051		Ordinance	-		-	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg 4" Pump (4 hour minimum)				7.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	7.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg 6" Pump (4 hour minimum)				13.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	13.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg Air Compressor				25.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	25.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg Back Hoe				50.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	50.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg Back Hoe w/ Hammer or tamper				65.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	65.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg Concrete Saw				45.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	45.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg Dump Truck (2.5 ton)				35.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	35.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg End loader				65.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	65.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg Hole Coring Saw				20.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	20.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg Jet Truck				65.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	65.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg Jet Vacuum truck				90.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	90.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg One Ton Truck				15.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	15.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg Pickup Truck				12.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	12.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Equip Chg Television truck				90.00	Per hour. Note: Air time for equipment shall be charged a minimum of one hour unless otherwise noted.	90.00	0%	6/24/2019	2019-134
WPCP	EquipChg	Sewer Tap Charge 4" Service Lateral Connection				136.00	(including labor, equipment & saddle)	136.00	0%	6/24/2019	2019-134

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WPCP	EquipChg	Sewer Tap Charge 6" Service Lateral Connection				157.00	(including labor, equipment & saddle)	157.00	0%	6/24/2019	2019-134
WPCP	LAB	Annual Inspection	52.074		Resolution	47.00	per hour	47.00	0%	6/24/2019	2019-134
WPCP	LAB	Digestion (Emergency)	52.074		Resolution	20.00		20.00	0%	6/24/2019	2019-134
WPCP	LAB	Digestion Fee (Metals)	52.074		Resolution	10.00		10.00	0%	6/24/2019	2019-134
WPCP	LAB	Hourly pH	52.074		Resolution	15.00		15.00	0%	6/24/2019	2019-134
WPCP	Lab	Industrial Pretreatment / Lab Permit Application (New)				250.00		250.00	0%	6/24/2019	2019-134
WPCP	Lab	Industrial Pretreatment / Lab Permit Application (Renewal)				125.00		125.00	0%	6/24/2019	2019-134
WPCP	Lab	INVESTIGATION OF ACCIDENTAL DISCHARGES/SLUG DISCHARGE				62.00	per hour	62.00	0%	6/24/2019	2019-134
WPCP	LAB	INVESTIGATION OF ACCIDENTAL DISCHARGES/SLUG DISCHARGE	52.074		Resolution	62.00	per hour	62.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Alkalinity				9.00		9.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Ammonia Nitrogen				12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Arsenic Furnace				19.00		19.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis BOD/CBOD				18.00		18.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Cadmium Flame				12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Cadmium Furnace				19.00		19.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Chromium (Hexavalent)				12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Chromium (Total) Flame				12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Chromium (Total) Furnace				19.00		19.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis COD				15.00		15.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Copper Flame				12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Cyanide				28.00		28.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Hach TKN				12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Lead Flame				12.00		12.00	0%	6/24/2019	2019-134

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>Old Code Section</u>	<u>How Fee Set</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
WPCP	Lab	Lab Analysis Molybdenum				19.00		19.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Nickel Flame				12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Nitrogen (Nitrate)				13.00		13.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Oil & Grease				15.00		15.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis pH				5.00		5.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Potassium				12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Selenium				19.00		19.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Settleable Solids				7.00		7.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Silver Flame				12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis TKN EPA Method				25.00		25.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Total Phosphorus				14.00		14.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Total Solids				9.00		9.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Total Suspended Solids (TSS)				9.00		9.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Total Volatile Solids				9.00		9.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Vol. Suspended Solids				9.00		9.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Volatile Acids				15.00		15.00	0%	6/24/2019	2019-134
WPCP	Lab	Lab Analysis Zinc Flame				12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab	LABORATORY ANALYSIS		LABORATORY ANALYSIS		-		-	0%	6/24/2019	2019-134
WPCP	Lab	MONTHLY BILLING FOR LAB ANALYSIS				10.00	per month	10.00	0%	6/24/2019	2019-134
WPCP	Lab	Mudpit Facility Registration		028-068		100.00	Annual	100.00	0%	6/24/2019	2019-134
WPCP	Lab	Nonresidential Treatment Fees -schedule	52.003	028-086	Resolution	-	Schedule	-	0%	6/24/2019	2019-134
WPCP	LAB	Permit Application Fee - New	52.074		Resolution	250.00		250.00	0%	6/24/2019	2019-134
WPCP	LAB	Permit Application Fee - Renewal	52.074		Resolution	125.00		125.00	0%	6/24/2019	2019-134

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>Old Code Section</u>	<u>How Fee Set</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
WPCP	Lab	Personnel Chgs Administrative Secretary				30.00	Per hour. Note: Air time for personnel shall be charged a minimum of one hour unless otherwise noted.	30.00	0%	6/24/2019	2019-134
WPCP	Lab	Personnel Chgs Director				62.00	Per hour. Note: Air time for personnel shall be charged a minimum of one hour unless otherwise noted.	62.00	0%	6/24/2019	2019-134
WPCP	Lab	Personnel Chgs Lab Chemist				38.00	Per hour. Note: Air time for personnel shall be charged a minimum of one hour unless otherwise noted.	38.00	0%	6/24/2019	2019-134
WPCP	Lab	Personnel Chgs Maintenance Supervisor				44.00	Per hour. Note: Air time for personnel shall be charged a minimum of one hour unless otherwise noted.	44.00	0%	6/24/2019	2019-134
WPCP	Lab	Personnel Chgs Operations Supervisor				47.00	Per hour. Note: Air time for personnel shall be charged a minimum of one hour unless otherwise noted.	47.00	0%	6/24/2019	2019-134
WPCP	Lab	Personnel Chgs Plant Maintenance Overtime				50.00	Per hour. Note: Air time for personnel shall be charged a minimum of one hour unless otherwise noted.	50.00	0%	6/24/2019	2019-134
WPCP	Lab	Personnel Chgs Plant Maintenance Personnel				37.00	Per hour. Note: Air time for personnel shall be charged a minimum of one hour unless otherwise noted.	37.00	0%	6/24/2019	2019-134
WPCP	Lab	Personnel Chgs Sewer Dept. Labor				36.00	Per hour. Note: Air time for personnel shall be charged a minimum of one hour unless otherwise noted.	36.00	0%	6/24/2019	2019-134
WPCP	Lab	Personnel Chgs Sewer Dept. Labor Overtime				49.00	Per hour. Note: Air time for personnel shall be charged a minimum of one hour unless otherwise noted.	49.00	0%	6/24/2019	2019-134
WPCP	Lab	Personnel Chgs Sewer Superintendent				44.00	Per hour. Note: Air time for personnel shall be charged a minimum of one hour unless otherwise noted.	44.00	0%	6/24/2019	2019-134
WPCP	Lab	Sample Digestion (Emergency)				20.00		20.00	0%	6/24/2019	2019-134
WPCP	Lab	Sample Digestion Fee (Metals)				10.00		10.00	0%	6/24/2019	2019-134
WPCP	Lab	Sample Handling				20.00		20.00	0%	6/24/2019	2019-134
WPCP	LAB	Sample Handling	52.074		Resolution	20.00		20.00	0%	6/24/2019	2019-134
WPCP	Lab	Sample Hourly pH				15.00		15.00	0%	6/24/2019	2019-134
WPCP	Lab	Sampling Equipment				40.00	per day	40.00	0%	6/24/2019	2019-134
WPCP	LAB	Sampling Equipment / per day	52.074		Resolution	40.00	per day	40.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Alkalinity	52.074		Resolution	9.00		9.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Ammonia Nitrogen	52.074		Resolution	12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Arsenic Furnace	52.074		Resolution	19.00		19.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	BOD/CBOD	52.074		Resolution	18.00		18.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Cadmium Flame	52.074		Resolution	12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Cadmium Furnace	52.074		Resolution	19.00		19.00	0%	6/24/2019	2019-134

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WPCP	Lab Analysis	Chromium (Hexavalent)	52.074		Resolution	12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Chromium (Total) Flame	52.074		Resolution	12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Chromium (Total) Furnace	52.074		Resolution	19.00		19.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	COD	52.074		Resolution	15.00		15.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Copper Flame	52.074		Resolution	12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Cyanide	52.074		Resolution	28.00		28.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Hach TKN	52.074		Resolution	12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Lead Flame	52.074		Resolution	12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Molybdenum	52.074		Resolution	19.00		19.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Monthly Billing for Lab Analysis	52.074		Resolution	10.00	per month	10.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Nickel Flame	52.074		Resolution	12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Nitrogen (Nitrate)	52.074		Resolution	13.00		13.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Oil & Grease	52.074		Resolution	15.00		15.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	pH	52.074		Resolution	5.00		5.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Potassium	52.074		Resolution	12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Selenium	52.074		Resolution	19.00		19.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Settleable Solids	52.074		Resolution	7.00		7.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Silver Flame	52.074		Resolution	12.00		12.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	TKN EPA Method	52.074		Resolution	25.00		25.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Total Phosphorus	52.074		Resolution	14.00		14.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Total Solids	52.074		Resolution	9.00		9.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Total Suspended Solids (TSS)	52.074		Resolution	9.00		9.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Total Volatile Solids	52.074		Resolution	9.00		9.00	0%	6/24/2019	2019-134

<u>Dept</u>	<u>Div.</u>	<u>License or Permit Type</u>	<u>New Code Section</u>	<u>Old Code Section</u>	<u>How Fee Set</u>	<u>CURRENT FEE</u>	<u>License Term / per unit charge</u>	<u>Suggested fee</u>	<u>% CHANGE</u>	<u>Fee Set - Last Date</u>	<u>Fee Set - Approved</u>
WPCP	Lab Analysis	Vol. Suspended Solids	52.074		Resolution	9.00		9.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Volatile Acids	52.074		Resolution	15.00		15.00	0%	6/24/2019	2019-134
WPCP	Lab Analysis	Zinc Flame	52.074		Resolution	12.00		12.00	0%	6/24/2019	2019-134
WPCP	Records	Copies				0.25	per policy	0.25	0%	6/24/2019	2019-134
WPCP	Records	Copies - min 15 minutes labor charge				-	per policy	-	0%	6/24/2019	2019-134
WPCP	SanSewer	Sanitary Sewer Connection - after 1/1/1974	52.005	028-033(b)	Ordinance	3,200.00	Each connection	3,200.00	0%	6/24/2019	2019-134
WPCP	SanSewer	Sanitary Sewer Connection - assessed	52.005	028-033(c)	Ordinance	-	Each connection	-	0%	6/24/2019	2019-134
WPCP	SanSewer	Sanitary Sewer Connection - assessed - deferred	52.005	028-033(d)	Ordinance	3,200.00	Each connection	3,200.00	0%	6/24/2019	2019-134
WPCP	SanSewer	Sanitary Sewer Connection - before 1/1/1974	52.005	028-033(a)	Ordinance	-	Each connection	-	0%	6/24/2019	2019-134
WPCP	SanSewer	Sanitary Sewer connection fee - non assessed properties	52.005			-		-	0%	6/24/2019	2019-134
WPCP	SanSewer	Sanitary Sewer Connection to existing line	52.007		Ordinanc	300.00		300.00	0%	6/24/2019	2019-134
WPCP	SanSewer	Sanitary Sewer Utility Conn-City Constructed		028-035(c)2	Ordinance	3,200.00	Each connection	3,200.00	0%	6/24/2019	2019-134
WPCP	SanSewer	Sanitary Sewer Utility Conn-Developer Constructed		028-035(c)6	Ordinance	300.00	Each connection	300.00	0%	6/24/2019	2019-134
WPCP	SanSewer	Sanitary Sewer Utility Connection	52.007	028-035	Ordinance	3,200.00	Each connection	3,200.00	0%	6/24/2019	2019-134
WPCP	SanSewer	Sewer Deposit	52.006		Ordinance	40.00		40.00	0%	6/24/2019	2019-134
WPCP		ANNUAL INSPECTION				47.00	per hour	47.00	0%	6/24/2019	2019-134
WPCP		assessment of costs when required to make connection	52.004			-		-	0%	6/24/2019	2019-134
WPCP		Waste Hauler	52.046	028-062	Ordinance	50.00	Annual - per vehicle	50.00	0%	6/24/2019	2019-134
WPCP		Waste Water appeal filing fee	52.074			100.00		100.00	0%	6/24/2019	2019-134
WPCP		Waste Water Contribution Application Fee	52.076			-		-	0%	6/24/2019	2019-134
WPCP		Work orders				10.00	per work order	10.00	0%	6/24/2019	2019-134

**RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR
207 E. MAIN STREET, MARSHALLTOWN, IOWA**

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 for the purpose of improving building facades (the “Façade Improvement Program”) and the Marshalltown Central Business District administers the Façade Improvement Program; and

WHEREAS, the Downtown Incentive Grant Committee has received an application for 207 E. Main St., which is owned by Denny Gray (business name is Dave’s Bar), for demo, refacing, new doors, windows and signage on the north side of the building and new lighting and paint on the east side of the building; and

WHEREAS, the property owner(s) or business tenant(s) who will make at least \$5,000 in qualifying improvements are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to \$8,500 for a 1 story structure or \$12,500 if it also relates to upper story improvements, whichever is less; and

WHEREAS, the owner has provided an estimate of construction costs of \$15,493.60 so 25% would be \$3,873.40, so the maximum allowed of the grant would be \$3,873.40; and

WHEREAS, the Downtown Incentive Grant Committee is recommending that Council approve this grant application since the project meets the requirements and funds certified for the façade grant are available to cover this expenditure.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve the grant up to \$3,873.40 for the reimbursement to Denny Gray for the facade improvement at 207 E. Main Street.

PASSED this 22nd day of June, 2020, and signed this __ day of June, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Marshalltown Central Business District
16 East Main St., Ste. 280
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA

June 9, 2020

Dear Mayor and Councilors,

I am writing this to submit a Façade Incentive Grant request, on behalf of Denny Gray, the owner of Dave's Bar, located at 207 E. Main St. Denny has been remodeling and updating his building since the 2018 tornado devastation. Denny has worked with Main Street Iowa on the exterior design of his building in order to have the building compliment downtown Marshalltown. Denny will be renaming his establishment and expanding his business to include an outside bar & restaurant complete with seating in a courtyard.

The Downtown Incentive Committee had discussion on June 8th, regarding this request. The request is as follows:

The North side of the building will have some demo, refacing, new doors, windows and signage, the East Side of the building will be repainted, and will have new lighting added.

Exterior Lighting	\$ 1,800.00
Exterior Paint	\$ 2,380.00
Demo & Disposal	\$ 6,700.00
Storefront Rehab	\$ 300.00
Windows & Doors	\$ 1,035.00
Tax	\$ 1,013.60
Total	\$15,493.60 x 25% Reimbursement = \$3,873.40 Grant Request

This request complies with the Façade Incentive Grant guidelines. Committee members, Diana Steiner, Doug Husak, Joe Roenfeldt, and Deb Millizer recommend to approve this request.

On behalf of the downtown community, thank you for your continued support of downtown Marshalltown.

Regards,

Deb Millizer
Executive Director
Marshalltown Central Business District

for evidence of payment. Before reimbursement, a member of the Main Street Downtown Incentive Committee must inspect that the work has been completed, as well as contractor invoices and proof of payment to contractors for work completion must be submitted. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites MCBD representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/City has the right and discretion to approve or deny any project portions thereof.

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/City



Signature of Applicant

5-22-20

Date

Signature of Owner

Date

**Return to:
Marshalltown CBD, Debbie Millizer, Director
216 E Main St. Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org**

Work commenced prior to approval of the Façade Grant Application is not eligible.

**Marshalltown Central Business District/
Facade Grant Application**

DESIGN CONCEPT PROPOSAL

May 1, 2020
Sal's, 207 E Main Street, Marshalltown, IA
Project #01620



Design recommendations are based upon field inspection during the site visit and/or information provided by the owner/tenant and are conceptual only. They are not intended for construction purposes. Additional consultation, or the use of specialized consultants including a licensed architect or engineer, may be required for additional design development and for individual issues or concerns. Prior to beginning any work, consult with local officials to ensure compliance with local codes and ordinances.



Existing Building



Historic Photograph

NOTES

- Two façade improvement options are proposed for Sal's – a New Orleans style bar and grill at 207 E Main Street.
- The historic roof line has changed over time, but the upper façade is largely intact. Ensure roof and flashing are in good shape and clean/repoint masonry as needed using proper methods.
- The storefront has been altered significantly over time from the historic theatre configuration. The design concepts proposed retain the current infill storefront for feasibility, while adding some aesthetic improvements.
- Remove the existing projecting canopy box and assess condition of materials underneath. Assuming transom glass windows are not found in place, two options for infill transom panel treatments are proposed:
 - Option 1 shows a flat transom panel and trim (fiber cement or similar) combined with a flat metal canopy that extends the width of the storefront. Signage and graphics flush mount on the panel provide added visual interest and opportunities for branding.
 - Option 2 shows a flat transom panel and trim that extends the width of the storefront, with a fabric awning centered just over the entrance door. Signage is integrated into the awning, with horizontal accent trim pieces added to the transom panel.

- In both options, replacing the main door system provides a large visual impact. Tall double doors with sidelights fill the full entry opening and provide a bit of New Orleans influence. Paint the side door to match.
- Consider adding gooseneck lighting above the awning/sign panel for added nighttime visibility.
- The existing storefront windows are retained, but a thicker trim on the top and bottom makes them appear larger in size. Adding flower boxes below also extends the height, softens the façade and again brings some New Orleans influence.
- Remove any extraneous signage from the storefront.
- Paint the upper story window trim to match the transom panel for a more cohesive look.

Main Street Iowa recommendations follow the [Secretary of Interior's Standards](#) for the rehabilitation of historic buildings. Additional information on technical guidance can be found in [Preservation Briefs](#) prepared by the National Park Service.

COLOR SCHEME

Benjamin Moore paint colors and Sunbrella awning fabric is shown here for reference. Appearance of color samples will vary depending on computer screen or printer – view actual samples for color matching.



#1608



#HC-167



#251



DESIGN CONCEPT – OPT 2

Sal's, 207 E Main Street, Marshalltown, IA

Project #01620

May 1, 2020



SIGN CREATIONS

111 S. 1st Ave.
Marshalltown, Ia. 50158
Phone 641-753-9394
Fax 641-754-4820

Estimate

Date	Estimate #
6/1/2020	3022

Name / Address
Dave's 207 E. Main Street Marshalltown, IA 50158

			Project
Description	Qty	Cost	Total
Bid Proposal For Dave's		0.00	0.00
North side of building Demo and disposal		6,700.00	6,700.00T
Rebuild north side , Insulation, Electrical, Face and trim		2,265.00	2,265.00T
2 New Doors		695.00	695.00T
2 New Windows		340.00	340.00T
New sign		300.00	300.00T
		0.00	0.00
Repair paint East side of building		2,380.00	2,380.00T
New Lighting		1,800.00	1,800.00T
		Subtotal	\$14,480.00
		Sales Tax (7.0%)	\$1,013.60
		Total	\$15,493.60

MCBD - Main Street Program, Façade and Code Grants - since inception

F=Façade C=Code					Total	
<u>Year</u>	<u>B=Both</u>	<u>Address</u>	<u>Owner</u>	<u>Grant Amt</u>	<u>Investment</u>	
2006	F	36 E Main St	Those Ink Guys	5,003.00	\$20,015	
2007	F	219 E Main St	Bob's Furniture	7,110.00	\$30,325	
2007	F	117 W Main St	Mike's Bikes	7,395.00	\$31,927	
2008	F	118 W Main St	Headliner	5,743.00	\$22,973	
2010	F	107 N Center St	Showroom Auto	21,698.00	\$179,528	
2010	F	118 E Main St	Peglow Law	8,500.00	\$49,545	
2010	B	101 W Main St	Devaul Inc	14,994.00	\$105,000	
2010		23 W Main St	Lillie Mae - approved not funded			
2010	F	5 W Main St	Ocean City	16,693.00	\$91,243	
2011	B	4 E Main St	Zamora Market	2,688.50	\$50,000	
2012	B	5 W Boone St	Don Anderson	13,121.50	\$160,609	
2013	B	134 E Main St	Common Bond	45,500.00	\$8,000,000	
2013	B	119 E Main St	Kester	20,000.00	\$160,000	
2014	F	105 W Main St	McGregor - Antique	12,500.00	\$180,000	
2015	B	125-131 E Main St	Hagstrand - Kibbey (Downtown Leases & Lofts)	50,972.50	\$282,776	
2015	C	208 E Church St	Aaron Benscoster	20,000.00	\$490,000	
2015	F	16 E Main St	CGA	5,740.00	\$22,960	
2015	F	119 E Main St	Kester	5,445.70	\$24,053	
2015	F	207 E Church St	Stufflebeam Plaza	2,583.75	\$29,622	
2017	B	116 W Main St; Optical Center	Schossow	8,500.00	\$38,650	
2019	F	216-218 E. Main St.	Hawkins & Urbanowski	2,539.50	\$10,158	
2019	F	14 E. Main: Northwestern	CGA Properties	8,371.75	\$33,487	
2019	F	17 N. 1st St.	Avalos	8,500.00	\$35,303	
2019	F	19-21 S. 2nd Ave	Hagstrand	10,728.00	\$42,915	
2019	F	30 E Main (Façade)	Miller	5,500.73	\$22,003	
2019	C	30 E. Main (Code Upgrade)	Miller	15,284.25	\$61,137	
2019-306	C	10 E. Main 2nd Floor (Code Upgrade)	Professional Developers	7,930.50	\$31,722	
2019-328	F	128 E. Main Street (Façade)	CKROBIN: Craig Robinson	1,821.16	\$7,285	
2019-336	F	116 W Main St; Optical Center (East wall)	Schossow	12,500.00	\$84,240	
2020-065	C	207 E. Main St. (Code upgrade)	Gray: Dave's Bar	3,819.50	\$15,278	
2020-160	F	102 E. State Street	Big 8 Tyre	4,869.82	\$19,479	
SUB-TOTAL				356,053.16	\$10,332,233	

COUNCIL REALLOCATED TO MCB D FOR OPERATIONS DUE TO TORNADO FY19

40,000.00

TOTAL COMMITTED

396,053.16

CERTIFIED FUNDS

390,000.00

9-28-19 Council approved additional funding for FY20 from TIF Cash on Hand

20,000.00

BALANCE REMAINING BEFORE COUNCIL APPROVAL DEC 23, 2019

13,946.84

Requests for consideration 6/22/2020: 207 E. Main facade (Denny Grey)

3,873.40

Requests for consideration 6/22/2020: 32 E. Main & 8 N 1st St Bplus Properties

10,163.75

Balance if requests approved

(90.31)

Note:

9-28-19 Council approved additional funding for FY21 \$40,000

**RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR
32 E. MAIN STREET AND 8 N. 1st AVE., MARSHALLTOWN, IOWA**

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 for the purpose of improving building facades (the “Façade Improvement Program”) and the Marshalltown Central Business District administers the Façade Improvement Program; and

WHEREAS, the Downtown Incentive Grant Committee has received an application for 32 E. Main St. and 8 N. 1st Ave, which is owned by BPlus Properties, LLC (Woodbury Building with business names SportsPlus and In Stitches) for awnings, painting of exterior surface, and storefront rehabilitation; and

WHEREAS, the property owner(s) or business tenant(s) who will make at least \$5,000 in qualifying improvements are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to \$8,500 for a 1 story structure or \$12,500 if it also relates to upper story improvements, whichever is less; and

WHEREAS, the owner has provided an estimate of construction costs of \$40,655 so 25% would be \$10,163.75, so the maximum allowed of the grant would be \$10,163.75; and

WHEREAS, the Downtown Incentive Grant Committee is recommending that Council approve this grant application since the project meets the requirements and funds certified for the façade grant are available to cover this expenditure.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve the grant up to \$10,163.75 for the reimbursement to BPlus Properties, LLC for the facade improvements at the Woodbury building including 32 E. Main Street and 8 N. 1st Avenue.

PASSED this 22nd day of June, 2020, and signed this __ day of June, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Marshalltown Central Business District
16 East Main St., Ste. 280
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA

June 17, 2020

Dear Mayor and Councilors,

I am writing this to submit an Incentive Facade Grant request, on behalf of Scott Carnahan, the owner BPlus Properties, located at 32 E. Main St. This building houses SportsPlus and In Stitches. Scott Carnahan has had contractors working on tornado repairs, windows, tuckpointing and cleaning of the building's bricks for a few months now. Scott is nearing the next phase of his building rehab which includes painting all of the external metal trim to be consistent with Main Street Iowa color schemes on both Main Street, and the portion of the building that faces 1st Avenue. The stucco above SportsPlus will be removed, and the exterior rehabilitated either with tuck pointing of the brick or EIFS. The walls of In Stitches will also have its exterior walls removed and recovered with EIFS to ensure water tightness. New awnings will also be placed above the entrances of SportsPlus and In Stitches. BPlus Properties' building improvements will complement and increase the curb appeal value to downtown Marshalltown. This project is a great visual example for our community and stakeholders of Marshalltown's recovery efforts to move forward.

The Downtown Incentive Committee had discussion on June 17, 2020, regarding this request. The request is as follows:

Awning with façade project	\$16,500.00
Painting of exterior surface	\$15,000.00
Storefront Rehab	\$ 8,000.00
Taxes for Awning	<u>\$ 1,155.00</u>
Total	\$40,655.00 x 25% Reimbursement = \$10,163.75 Grant Request

This request complies with the Incentive Facade Grant guidelines. Committee members, Diana Steiner, Doug Husak, Joe Roenfeldt, and Deb Millizer recommend to approve this request.

On behalf of the downtown community, thank you for your continued support of downtown Marshalltown.

Regards,

Deb Millizer
Executive Director
Marshalltown Central Business District

Marshalltown Central Business District Façade Grant Application

Property Information:

Address: 32 E Main St. / 8 N. 1st Ave Marshalltown, IA 50158
 Current Tenant (Business Name): Sports Plus / In Stitches, (Woodbury Building)
 Use: Commercial / Residential - Mixed. Zoning: _____

Applicant Information:

☐ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.
 Name of Applicant: Scott Carnahan (BPlus Properties, LLC)
 Mailing Address: 1 College View Lane Marshalltown, IA 50158
 Phone: 641-485-1459 ^{Street} 641-753-6636 ^{City,} 641-485-1459 ^{State} 641-485-1459 ^{Zip}

Owner Information (If different from applicant information):

☒ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.
 Legal Name of Owner: BPlus Properties, LLC (Scott Carnahan / Brenda Carnahan)
 Mailing Address: 1 College View Lane Marshalltown, IA 50158
 Phone: 641-485-1459 ^{Street} 641-753-6636 ^{City,} 641-485-1459 ^{State} 641-485-1459 ^{Zip}

Proposed use of funds (Check all that apply)

	Est. Cost
☐ Awning	\$ _____
☒ Awning with façade project	\$ <u>16,500.00</u>
☐ Brick cleaning and tuckpointing	\$ _____
☐ Exterior lighting	\$ _____
☒ Painting of exterior surface	\$ <u>15,000.00</u>
☐ Preservation of architectural elements	\$ _____
☐ Removal of inappropriate elements	\$ _____
☐ Signage	\$ _____
☒ Storefront rehabilitation/restoration	\$ <u>8,000.00</u>
☐ Window and/or door repair	\$ _____
☒ Other; explain <u>Tax on Awning</u>	\$ <u>1,155.00</u>
Total estimated cost	\$ <u>40,655.00</u>
Grant amount requested	\$ <u>10,163.75</u>

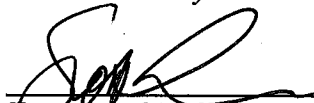
Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien

for evidence of payment. Before reimbursement, a member of the Main Street Downtown Incentive Committee must inspect that the work has been completed, as well as contractor invoices and proof of payment to contractors for work completion must be submitted. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites MCBF representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/City has the right and discretion to approve or deny any project portions thereof.

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/City


Signature of Applicant

6/15/2020
Date


Signature of Owner

6/15/2020
Date

Return to:
Marshalltown CBD, Debbie Millizer, Director
216 E Main St. Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org

Work commenced prior to approval of the Façade Grant Application is not eligible.

**Marshalltown Central Business District/
Facade Grant Application**

Marshalltown Central Business District
City Code Building Upgrade Grant
Downtown TIF District #4

June 15, 2020

Reason for the project:

The Woodbury Building sits at the corner of Main Street and 1st Avenue.

Due to damage from the July 19, 2018 tornado, repairs are being done to the 3rd story west wall, roof and cornice of the building.

These improvements led to further exploration into the financial feasibility of getting the remainder of the front and east side painted along with the wall repairs for the portion of the building that houses In Stitches because of ongoing leaks into their store.

Description of the project:

1. Paint all of the external metal trim on the Main Street side and 1st Avenue side of the building.
2. The metal trim paint colors are consistent with the Main Street Tech Notes Color Scheme and will be a combination of navy, tan and off white to accent the design of the building.
3. The stucco above the SportsPlus entrance will be removed. If the brick behind it is in good shape, it will be left alone. If it is in poor shape, tuck pointing will be performed or EIFS stucco will be replaced for the most appealing look.
4. The walls on In Stitches will be taken off and replaced using EIFS stucco to ensure water tightness and stability.
5. The walls will be repainted the same terracotta color that it is currently.
6. New cloth awnings will be placed outside the In Stitches store, 1 each on the East and South side.
7. The cloth on the awning will be replaced on SportsPlus, as it is weathered and aged and no longer looks good and would detract from the improvements being made.

Ciro DiIorio Masonry & Landscaping, LLC.

901 N. 3rd Ave

Marshalltown, IA 50158 US

(641) 351-4224

cirodiorio@yahoo.com

Estimate

ADDRESS

B+ Properties

32 E. Main Street

Marshalltown, IA 50158

ESTIMATE

1109

DATE

05/01/2020

DESCRIPTION	AMOUNT
Painting of the remainder of steel on the South side of building.	7,000.00
Painting of the remainder of steel on the East side of building.	8,000.00
Payment Agreement:	
10% Upon Scheduling	
40% Upon Starting	
25% Midway	
25% Upon Completion	
TOTAL	\$15,000.00

Accepted By

Accepted Date

Ciro DiIorio Masonry & Landscaping, LLC.

901 N. 3rd Ave
Marshalltown, IA 50158 US
(641) 351-4224
cirodiiorio@yahoo.com

Estimate

ADDRESS
B+ Properties
32 E. Main Street
Marshalltown, IA 50158

ESTIMATE 1110
DATE 05/01/2020

DESCRIPTION	AMOUNT
Plaster and EIFS Repairs on the South side of building.	2,000.00
Plaster and EIFS Repairs on the East side of building.	6,000.00
Payment Agreement: 10% Upon Scheduling 40% Upon Starting 25% Midway 25% Upon Completion	
TOTAL	\$8,000.00

Accepted By

Accepted Date

SIGN CREATIONS

111 S. 1st Ave.
Marshalltown, Ia. 50158
Phone 641-753-9394
Fax 641-754-4820

Estimate

Date	Estimate #
6/12/2020	3025

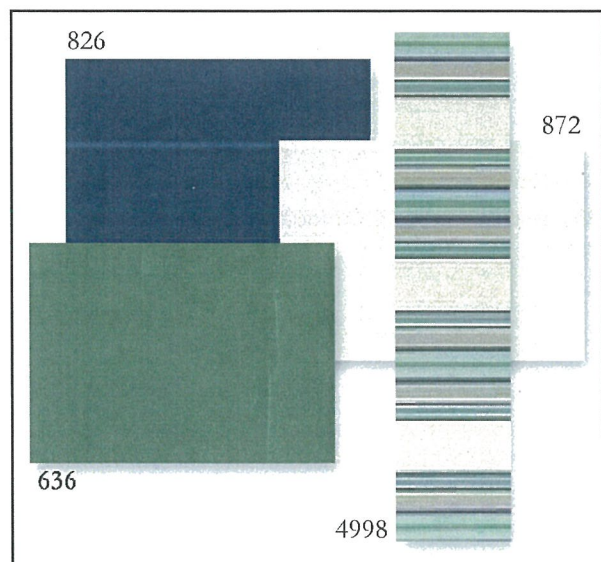
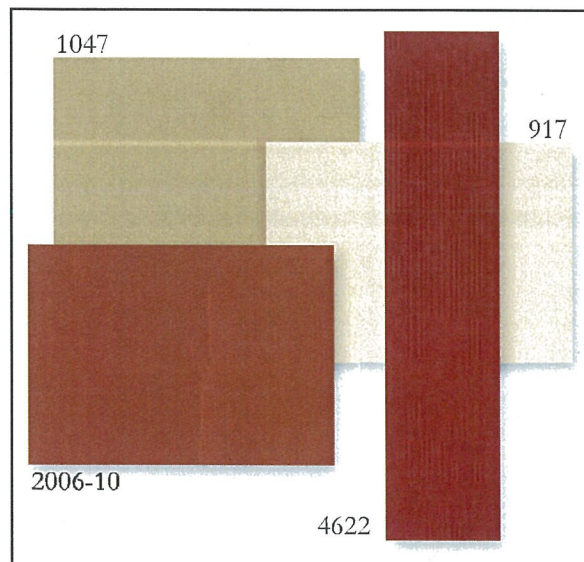
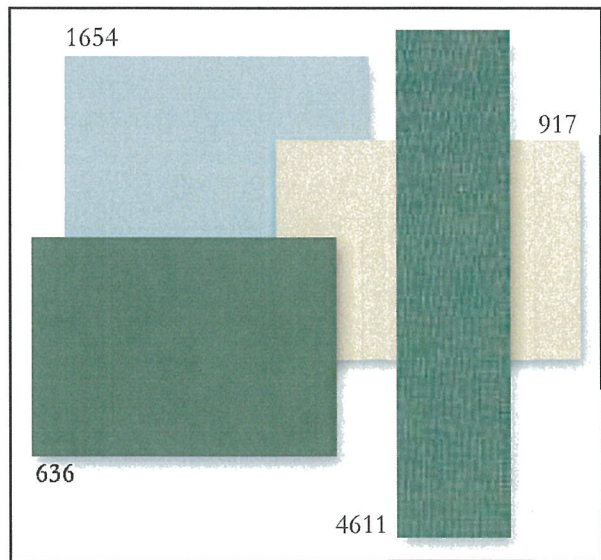
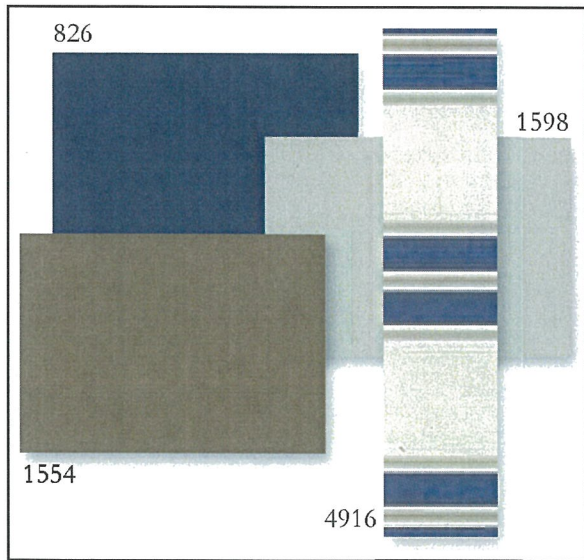
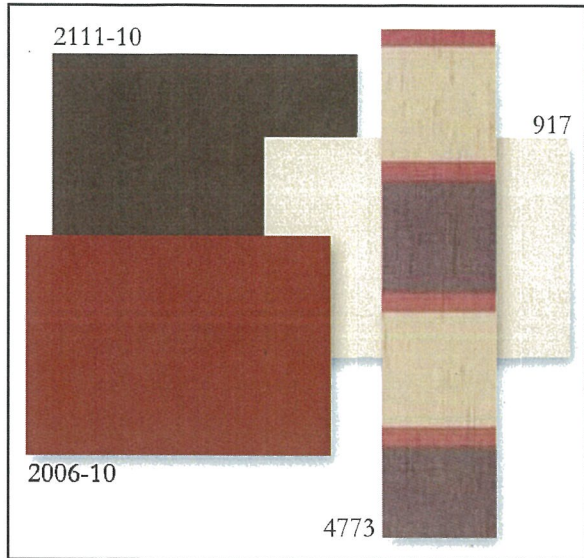
Name / Address
Sports Plus 32 East Main Street Marshalltown, IA 50158

Project

Description	Qty	Cost	Total
East side of Woodbury Building . Aluminum Extrusion Awnings above windows 15'w x 3'h x3' proj With vinyl cover	3	3,150.00	9,450.00T
South side of Woodbury Building. Aluminum Extrusion Awning above windows. 19'4"w x3'h x 3; proj with vinyl cover	1	3,850.00	3,850.00T
Replace Fabric from Retractable awnings 18'w x 6' proj	2	1,275.00	2,550.00T
Installation of Awnings and replacing Fabric from Retractable Awning	1	650.00	650.00T
		Subtotal	\$16,500.00
		Sales Tax (7.0%)	\$1,155.00
		Total	\$17,655.00

Paint Schemes

Calvary - Navy
 Tan - Bleeker Berge
 offwhite - Glacier white



RESOLUTION APPROVING A CONTRACT FOR ROADWAY MAINTENANCE
SERVICES AT THE IOWA HIGHWAY 14 FROM IOWA AVENUE TO WOODLAND
STREET BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
THE IOWA DEPARTMENT OF TRANSPORTATION
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Contract for Roadway Maintenance Services pursuant to Chapter 28E of the Iowa Code with the Iowa Department of Transportation; and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. That the attached Contract for Services with The Iowa Department of Transportation is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on July 1, 2020, and continue through June 30, 2021, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 22nd day of June 2020 and signed this_____day of June 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

June 11, 2020

Justin Nickel, P.E.
Public Works Director
24 N. Center Street
Marshalltown, IA 50158

Subject: Fiscal Year 2021 Supplemental Maintenance Agreement with City of Marshalltown

Dear Justin,

Enclosed is a copy of the proposed Fiscal Year 2021 Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

This agreement will be effective for the period beginning July 1, 2020 and ending June 30, 2021.

The terms of the agreement are the same as last year, with the 2016 traffic volumes. The compensation rate is based on a weighted average of volume and segment length. No new maintenance activities have been added.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed to you for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Supplemental Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1039 or allison.smyth@iowadot.us.

Sincerely,



Allison Smyth
District 1 Staff Engineer -North Area

cp
Enclosure

cc: Tony Gustafson, IA DOT, District 1
Lance Starbuck, IA DOT, District 1
File



Iowa Department of Transportation

SUPPLEMENTAL AGREEMENT

For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of Marshalltown, Marshall County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2016, and in effect from July 1, 2016, to June 30, 2021.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of \$ 2,239.00 / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
Ia 14	Iowa Avenue	Woodland Street	18.074	\$40,340.00

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2019 to June 30, 2020 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Marshalltown

MUNICIPALITY

By _____

Print Name:

Date _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

Tony Gustafson, Interim District 1 Engineer

Date _____

RESOLUTION APPROVING A CONTRACT FOR ROADWAY MAINTENANCE
SERVICES AT THE IOWA VETERANS HOME BETWEEN
THE CITY OF MARSHALLTOWN, IOWA,
AND
THE IOWA DEPARTMENT OF TRANSPORTATION
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Contract for Roadway Maintenance Services pursuant to Chapter 28E of the Iowa Code with the Iowa Department of Transportation; and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. That the attached Contract for Services with The Iowa Department of Transportation is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on July 1, 2020, and continue through June 30, 2021, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 22nd day of June 2020 and signed this ____ day of June 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

June 3, 2020

Justin Nickel, P.E.
Public Works Director
24 N. Center Street
Marshalltown, IA 50158

Subject: Fiscal Year 2020 Roadway Maintenance Agreement with City of Marshalltown for Roads within Iowa Veterans Home

Dear Justin,

Enclosed is a copy of the proposed Fiscal Year 2020 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa Veterans Home.

This agreement will be effective for the period beginning 7/1/2020 and ending 6/30/2021.

The terms of the agreement are the same as last year.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Roadway Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1039 or allison.smyth@iowadot.us.

Sincerely,



Allison Smyth
District 1 Staff Engineer - North Area

cp
Enclosure

cc: Tony Gustafson, IA DOT, District 1
Lance Starbuck, IA DOT, District 1
File



Iowa Department of Transportation

ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Iowa Veterans Home
AGENCY _____
COUNTY _____
CITY Marshalltown

This written agreement made and entered into by and between City of Marshalltown, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:

Institutional roads at the Iowa Veterans Home in Marshalltown, Iowa

1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:
Street sweeping
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Not applicable
- C. Party of the Second Part will perform the following routine maintenance:
Not applicable

2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:
Not applicable
- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Not applicable
- C. Party of the Second Part will perform the following special maintenance:
Not applicable

3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.
- B. Payment for routine maintenance at the rate of \$ 150.00 per lane mile per year.
Total lane miles 3.78 at \$ 150.00 per lane mile = \$ 567.00
- C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2020

Ending Date: 6/30/2021

5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

City of Marshalltown

(AGENCY) (COUNTY) (CITY) (BOARD)

BY _____

(DATE)

TITLE _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

District Engineer

(DATE)

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE 2019 PCC
PATCH REPAIR PROJECT # STR19002
AN INCREASE OF \$24,104.10

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Construct, for the labor and material for the 2019 PCC Patch Repair Project #STR19001; and

WHEREAS an increase is requested for additional items to complete the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section1. That the contract Change Order #1 for the 2019 PCC Patch Repair Project, in the increased amount of \$24,104.10 is hereby accepted and approved.

Passed this 22th day of June 2020, and signed this _____ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER NO.: # 1

Owner:	City of Marshalltown	Owner's Project No.:	STR-19002
Engineer:	City of Marshalltown	Engineer's Project No.:	STR-19002
Contractor:		Contractor's Project No.:	
Project:	2019 PCC PATCH REPAIR		
Contract Name:	CON-STRUCT INC.		
Date Issued:	6/4/2020	Effective Date of Change Order:	6/4/2020

The Contract is modified as follows upon execution of this Change Order:

Description:

Bid Items (Bid Schedule A- Lincoln Tower Circle):

- 1 - Full Depth Patches – 8" PCC Pavement (Increase of 60 SqYd)
- 2 - Subbase Over-Excavation (Increase of 15.02 Tons)

Bid Items (Bid Schedule B – Marion St):

- 1 - Full Depth Patches – 8" PCC Pavement (Increase of 35 SqYd)
- 2 - Subbase Over-Excavation (Increase of 1.9 Tons)

Bid Items (Bid Schedule C – 18th Ave)

- 1 - Subgrade Treatment (Triax Geogrid) – (Increase of 5.4 SqYd)
- 2 - Full Depth Patches – 8" PCC Pavement – (Increase of 46.2 SqYd)
- 3 - Subbase Over-Excavation – (Increase of 35.7 Tons)

Attachments:

Change Order #1 Application- Attached

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 149,021.00	Original Contract Times: Substantial Completion: - Ready for final payment: -
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [No previous Change Order]: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: - Ready for final payment: -
Contract Price prior to this Change Order: \$ 149,021.00	Contract Times prior to this Change Order: Substantial Completion: - Ready for final payment: -
[Increase] this Change Order: \$ 24,104.10	[Increase] [Decrease] this Change Order: Substantial Completion: - Ready for final payment: -
Contract Price incorporating this Change Order: \$ 173,125.10	Contract Times with all approved Change Orders: Substantial Completion: - Ready for final payment: -



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA. 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

June 10th, 2020

To: Mayor Joel Greer
Members of the City Council

From: Justin Nickel
Public Works Director

Re: Project STR 19002 – Change Order #1 and Statement of Completion – Con-Struct Inc., for the 2019 PCC Patch Repair project in the City of Marshalltown.

Policy Issue: City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

Recommendation: Staff recommends approving both Change Order #1 which increases the contract total by \$24,104.10 and the Statement of Completion with Con-Struct, Inc. for the 2019 PCC Repair Project in the City of Marshalltown.

Background: **Change Order #1** includes the increase in materials used to complete the Patch Repairs. **Statement of Completion** – The project has been completed with materials satisfactorily delivered as stated in the contract. Change Order #1 along with the Statement of Completion are being recommended for approval.

Budget Impact: This project has sufficient Road Use Tax revenues.

Attachment: Change Order #1 & Statement of Completion

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING THE PCC PATCH REPAIR, PROJECT STR19002, WITH A FINAL PROJECT
COST
IN THE AMOUNT OF \$173,125.10

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the PCC Patch Repair Project, and

WHEREAS, said project has been completed by Con-Struct, Inc., pursuant to the plans and specifications all as is set forth in the Engineer's Statement of Completion covering said project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA;

Section 1. That the labor and material for the PCC Patch Repair Project, being project No. STR19002, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Con-Struct, Inc., including the payment of the items called for in said contract and Statement of Completion.

Passed this 22nd day of June, 2020 and signed this _____day of June, 2020

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE WORK

CONTRACTOR: CONSTRUCUT, INC. PROJECT NO.: STR-19002

ADDRESS: 1710 E. Main St., Marshalltown, IA. 50158

SURETY: Merchants Bonding Company (Mutual)

ADDRESS: P.O. Box 14498, Des Moines, IA. 50306

KIND OF WORK: PCC Street Patch Repair

CONTRACT COMPLETION DATE: September 30, 2013

This is to certify that the work covered by the contract with Construct, Inc.

On the above project, let February 24, 2020 and dated March 9, 2020 with an original contract amount of \$149,021.00 consisting of 2019 PCC Patch Repair Project and located in the City of Marshalltown was completed on the 9th day of June, 2020 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: \$ 173,125.10 Liquidated Damages: \$ 0.00

Retainage less the liquidated damages: \$ 8,656.26

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: _____ Iowa Reg. No. 18950 Date: _____

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: _____
Joel Greer, Mayor

Attest: _____
Shari L. Coughenour, CMC, City Clerk

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR19002
Engineer:	City of Marshalltown	Engineer's Project No.:	STR19002
Contractor:	ConStruct, Inc.	Contractor's Project No.:	-
Project:	2019 PCC Patch Repair		
Contract:	2019 PCC Patch Repair		

Application No.:	(CO #1)	Application Date:	6/4/2020
Application Period:	From 6/4/2020	to	7/4/2020

1. Original Contract Price	\$	149,021.00
2. Net change by Change Orders	\$	24,104.10
3. New Contract Price (Line 1 + Line 2)	\$	173,125.10
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	173,125.10
5. Retainage		
a. 5% X \$ 173,125.10 Work Completed	\$	8,656.26
b. 5% X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	8,656.26
6. Amount eligible to date (Line 4 - Line 5.c)	\$	164,468.84
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	8,656.26

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Con-Struct Inc.

Signature: [Signature]

Date: 6/6/20

Recommended by Engineer

Approved by Owner

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved by Funding Agency

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Recommended by Engineer (if required)
By: _____
Title: _____
Date: _____

Authorized by Owner
By: _____
Title: _____
Date: _____

Accepted by Contractor *Con-Struct Inc*
Mark A
Vice President
6/10/20
Approved by Funding Agency (if applicable)

Progress Estimate - Unit Price Work

Owner: City of Marshalltown
 Engineer: City of Marshalltown
 Contractor: ConStruct, Inc.
 Project: 2019 PCC Patch Repair
 Contract: 2019 PCC Patch Repair

Contractor's Application for Payment

Owner's Project No.: STR19002
 Engineer's Project No.: STR19002
 Contractor's Project No.: -

Application No.: (CO #1)		Application Period: From 06/04/20 to 07/04/20		Application Date: 06/04/20							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Bid Schedule A - Lincoln Tower Circle											
1	Full Depth Patches - 8" PCC Pavement	320.00	SqYd	135.00	43,200.00	320.00	43,200.00		43,200.00	100%	-
2	Subbase Over-Excavation	18.00	Tons	100.00	1,800.00	18.00	1,800.00		1,800.00	100%	-
3	Temporary Traffic Control	1.00	LS	3,500.00	3,500.00	1.00	3,500.00		3,500.00	100%	-
4	Mobilization	1.00	LS	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
5	Concrete Washout	1.00	LS	100.00	100.00	1.00	100.00		100.00	100%	-
Bid Schedule B - Marion Street											
1	Full Depth Patches - 8" PCC Pavement	98.00	SqYd	165.00	16,170.00	98.00	16,170.00		16,170.00	100%	-
2	Subbase Over-Excavation	5.40	Tons	100.00	540.00	5.40	540.00		540.00	100%	-
3	Temporary Traffic Control	1.00	LS	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
4	Mobilization	1.00	LS	500.00	500.00	1.00	500.00		500.00	100%	-
5	Concrete Washout	1.00	LS	100.00	100.00	1.00	100.00		100.00	100%	-
Bid Schedule C - 18th Avenue											
1	Subgrade Treatment (Triax Geogrid)	324.00	SqYd	4.00	1,296.00	324.00	1,296.00		1,296.00	100%	-
2	Full Depth Patches - 8" PCC Pavement	408.00	SqYd	165.00	67,320.00	408.00	67,320.00		67,320.00	100%	-
3	Subbase Over-Excavation	215.80	Tons	25.00	5,395.00	215.80	5,395.00		5,395.00	100%	-
4	Temporary Traffic Control	1.00	LS	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
5	Temporary Traffic Control	1.00	LS	500.00	500.00	1.00	500.00		500.00	100%	-
6	Concrete Washout	1.00	LS	100.00	100.00	1.00	100.00		100.00	100%	-
Original Contract Totals					\$ 149,021.00		\$ 149,021.00	\$ -	\$ 149,021.00	100%	\$ -

Contractor's Application for Payment

Owner's Project No.:	STR19002
Engineer's Project No.:	STR19002
Contractor's Project No.:	-

Application Date: 06/04/20

Original Contract and Change Orders



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA. 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

June 10th, 2020

To: Mayor Joel Greer
Members of the City Council

From: Justin Nickel
Public Works Director

Re: Project STR 19002 – Change Order #1 and Statement of Completion – Con-Struct Inc., for the 2019 PCC Patch Repair project in the City of Marshalltown.

Policy Issue: City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

Recommendation: Staff recommends approving both Change Order #1 which increases the contract total by \$24,104.10 and the Statement of Completion with Con-Struct, Inc. for the 2019 PCC Repair Project in the City of Marshalltown.

Background: **Change Order #1** includes the increase in materials used to complete the Patch Repairs. **Statement of Completion** – The project has been completed with materials satisfactorily delivered as stated in the contract. Change Order #1 along with the Statement of Completion are being recommended for approval.

Budget Impact: This project has sufficient Road Use Tax revenues.

Attachment: Change Order #1 & Statement of Completion

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE S. 7TH
AVENUE TO E SOUTHRIDGE ROAD EXTENSION PROJECT # ECO18001
AN INCREASE OF \$107,092.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Construct, for the labor and material for the S. 7TH Avenue to E Southridge Rd Extension Project #ECO18001; and

WHEREAS an increase is requested for additional items to complete the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section1. That the contract Change Order #1 for the S. 7th Ave to E Southridge Rd Extension Project, in the increased amount of \$107,092.00 is hereby accepted and approved.

Passed this 22th day of June 2020, and signed this _____ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Con-Struct Inc.

1710 E. Main Street
Marshalltown, IA 50158
641-752-1865
Fax-752-5905

Change Order #1

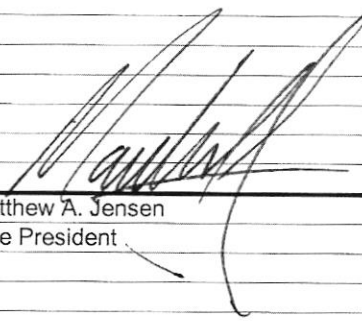
Project: South 7th Avenue To East Southridge Road Extension
Marshalltown, Iowa
2020

Date 6/11/20

ITEM NO.	DESCRIPTION OF ITEM ON WHICH BID IS BASED	Bid Quantity	UNIT	UNIT PRICE	Total Completed To Date
C.01	Subgrade Preparation, 6"	166	SY	\$2.00	\$332.00
C.02	Subgrade Preparation, 12"	90	SY	\$3.00	\$270.00
C.03	Granular Subbase, 4"	166	SY	\$5.00	\$830.00
C.04	Granular Subbase, 12"	90	SY	\$12.00	\$1,080.00
C.05	Subgrade Treatment, Tri-ax Geogrid	90	SY	\$4.00	\$360.00
C.06	Storm Sewer, Trenched, RCP, 30"	415	LF	\$125.00	\$51,875.00
C.07	Pipe Apron, RCP, 30"	1	EA	\$2,000.00	\$2,000.00
C.08	Footing for Concrete Pipe Apron, RCP, 30"	1	EA	\$800.00	\$800.00
C.09	Pipe Apron Guard, 30"	1	EA	\$2,000.00	\$2,000.00
C.10	Manhole, Type SW-401, 60"	2	EA	\$5,500.00	\$11,000.00
C.11	Connection to Existing Manhole	1	EA	\$2,000.00	\$2,000.00
C.12	Pavement Removal	79	SY	\$20.00	\$1,580.00
C.13	Pavement, PCC, 8"	79	SY	\$65.00	\$5,135.00
C.14	Sidewalk Removal	139	SY	\$20.00	\$2,780.00
C.15	Sidewalk, PCC, 6"	166	SY	\$60.00	\$9,960.00
C.16	Detectable Warning	40	SF	\$45.00	\$1,800.00
C.17	Temporary Traffic Control	1	LS	\$1,000.00	\$1,000.00
C.18	Hydraulic Seeding, Fertilizing, and Mulching	1	LS	\$3,000.00	\$3,000.00
C.19	Wattles 9" Straw, Installation and Removal	330	LF	\$5.50	\$1,815.00
C.20	Rip Rap, Class D Revetment Stone	115	TON	\$65.00	\$7,475.00

Total Change Order

\$107,092.00


Matthew A. Jensen
Vice President

Date



Joel T.S. Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

June 22, 2020

To: Mayor Joel T.S. Greer
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Change Order #1 South 7th Avenue to Southridge Road Extension – Con-Struct, Inc for storm sewer adjustments to accommodate another buildable lot in the amount of \$107,092.00.

Policy Issue: City policy requires Governing Body approval of Change Orders in excess of \$25,000.

Recommendation: Staff recommends approving the Change Order with Con-Struct for the additional work.

Background: Engineering staff requested the extension of storm sewer to the Southridge pond in lieu of construction of a detention basin, accommodating another buildable lot.

Budget Impact: There are sufficient funds to accept this change order. The adjustments of storm sewer will be funded out of the Storm Sewer Utility.

Attachment: Change Order #1

cc: Jessica Kinser, City Administrator

City Council
Gary Thompson, Mike Gowdy, Gabe Isom, Al Hoop
Bill Martin, Sue Cahill, Bethany Wirin

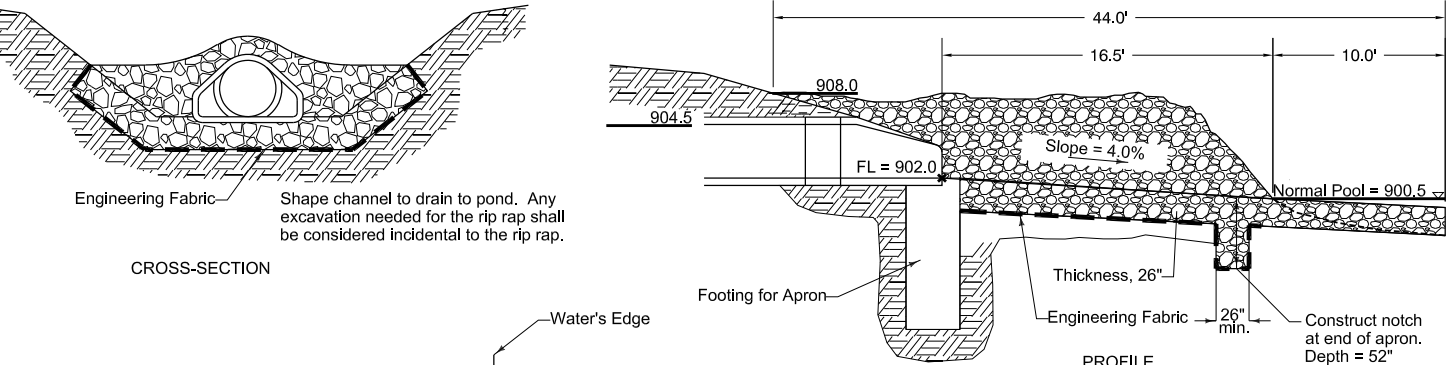


CHANGE ORDER #1 - SOUTH 7TH AVENUE TO EAST SOUTHRIDGE ROAD EXTENSION
MARSHALLTOWN, IOWA
2020

ESTIMATED CHANGE ORDER QUANTITIES				
ITEM NO.	ITEM	UNIT	TOTAL	AS-BUILT
DIVISION 2 - EARTHWORK				
C.01	SUBGRADE PREPARATION, 6"	SY	166	
C.02	SUBGRADE PREPARATION, 12"	SY	90	
C.03	GRANULAR SUBBASE, 4"	SY	166	
C.04	GRANULAR SUBBASE, 12"	SY	90	
C.05	SUBGRADE TREATMENT, TRI-AX GEOGRID	SY	90	
DIVISION 4 - SEWERS AND DRAINS				
C.06	STORM SEWER, TRENCHED, RCP, 30"	LF	415	
C.07	PIPE APRON, RCP, 30"	EA	1	
C.08	FOOTING FOR CONCRETE PIPE APRON, RCP, 30"	EA	1	
C.09	PIPE APRON GUARD,30"	EA	1	
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS				
C.10	MANHOLE, TYPE SW-401, 60"	EA	2	
C.11	CONNECTION TO EXISTING MANHOLE	EA	1	
DIVISION 7 - STREETS AND RELATED WORK				
C.12	PAVEMENT REMOVAL	SY	79	
C.13	PAVEMENT, PCC, 8"	SY	79	
C.14	SIDEWALK REMOVAL	SY	139	
C.15	SIDEWALK, PCC, 6"	SY	166	
C.16	DETECTABLE WARNING	SF	40	
DIVISION 8 - TRAFFIC CONTROL				
C.17	TEMPORARY TRAFFIC CONTROL (FOR CHANGE ORDER 1)	LS	1	
DIVISION 9 - SITE WORK AND LANDSCAPING				
C.18	HYDRAULIC SEEDING: SEEDING, FERTILIZING, AND MULCHING (FOR CHANGE ORDER 1)	LS	1	
C.19	WATTLES, 9" STRAW: INSTALLATION AND REMOVAL	LF	330	
C.20	RIP RAP, CLASS D REVETMENT STONE	TONS	115	

ESTIMATE REFERENCE INFORMATION	
ITEM NO.	DESCRIPTION
C.01-C.02	THESE ITEMS SHALL BE IN ACCORDANCE WITH SUDAS SECTION 2010 SHEET 3 OF THE DRAWINGS. SUBGRADE PREPARATION SHALL EXTEND 2' OUTSIDE OF THE PAVEMENT FOR THE ROAD AND EXTEND TO THE EDGE OF PAVEMENT FOR SIDEWALKS. ASSURANCE TESTING IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION AND STANDARD SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE SIDEWALKS AND DRIVEWAYS SHALL BE INCIDENTAL TO THESE BID ITEMS.
C.03	THIS ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE SIDEWALKS AND DRIVEWAYS AND SHEET 3 OF THE DRAWINGS. THE METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE PER SQUARE YARD BASED ON PLAN QUANTITY WITHOUT FIELD MEASUREMENT. ASSURANCE TESTING IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE SIDEWALKS AND DRIVEWAYS SHALL BE INCIDENTAL TO THIS ITEM. EXCAVATION OF NATIVE MATERIAL AND TOPSOIL, SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM.
C.04	THIS ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION AND SHEET 3 OF THE DRAWINGS. THE METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE PER SQUARE YARD BASED ON PLAN QUANTITY WITHOUT FIELD MEASUREMENT. ASSURANCE TESTING IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION SHALL BE INCIDENTAL TO THIS BID ITEM.
C.05	THIS ITEM SHALL BE IN ACCORDANCE WITH SUDAS SECTION 2010 AND SHEET 3 OF THE DRAWINGS. GEOGRID SHALL BE TRIAX® TX140 GEOGRID.
C.06	THIS ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR STORM SEWER CONSTRUCTION AND AS SHOWN ON SHEET 2 OF THE DRAWINGS AND STANDARD DETAILS. TONGUE AND GROOVE JOINTS WRAPPED WITH ENGINEERING FABRIC SHALL BE UTILIZED IN ALL AREAS. ITEMS REQUIRED TO BE PROVIDED TO THE CITY BY THE CONTRACTOR, AS SHOWN ON THE FINAL ACCEPTANCE CHECKLIST (APPENDIX A OF SAID SPECIFICATIONS) SHALL BE INCIDENTAL TO THIS BID ITEM, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE BOND; TELEVISION INSPECTION AND ASSOCIATED REPORTS/FEES; AS-BUILT DRAWINGS; CERTIFICATE OF COMPLETION; AND CONTRACTOR'S COST OF CONSTRUCTION REPORT (GASB 34).
C.07-C.11	THESE ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR STORM SEWER CONSTRUCTION AND AS SHOWN ON SHEETS 1 AND 2 OF THE DRAWINGS AND STANDARD DETAILS.
C.12-C.13	THESE ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION AND AS SHOWN ON SHEET 3 OF THE DRAWINGS AND STANDARD DETAILS. CLASS C MIX MAY BE USED. ASSURANCE TESTING IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION SHALL BE INCIDENTAL TO THESE BID ITEMS.
C.14-C.16	THESE ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE SIDEWALKS AND DRIVEWAYS AND AS SHOWN ON SHEET 3 OF THE DRAWINGS AND STANDARD DETAILS. ASSURANCE TESTING IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE SIDEWALKS AND DRIVEWAYS SHALL BE INCIDENTAL TO THESE BID ITEMS.
C.17	THIS ITEM SHALL BE IN ACCORDANCE WITH THE CITY OF MARSHALLTOWN STANDARD SPECIFICATIONS FOR STREET EXCAVATION AND PAVEMENT RESTORATION, SECTION 3.01. METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE AT THE CONTRACT LUMP SUM PRICE.
C.18	THIS ITEM SHALL BE IN ACCORDANCE WITH SUDAS SECTION 9010 FOR TYPE 1 SEED. METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE AT THE CONTRACT LUMP SUM PRICE. STRIPPING, SALVAGING, AND RESPREADING TOPSOIL TO A DEPTH OF 8" SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM FOR CHANGE ORDER #1'S ADDITIONAL AREA.
C.19	THIS ITEM SHALL BE IN ACCORDANCE WITH SUDAS SECTION 9040 FOR STRAW WATTLES AND AS SHOWN ON THE DRAWINGS AND STANDARD DETAILS. METHOD OF MEASUREMENT AND BASIS OF PAYMENT SHALL BE PER LINEAR FOOT FOR EACH WATTLE INSTALLED, MAINTAINED, AND REMOVED.
C.20	THIS ITEM SHALL BE IN ACCORDANCE WITH SUDAS SECTION 9040 FOR RIP RAP AND AS SHOWN ON THE DRAWINGS.

STANDARD DETAILS			
The following City of Marshalltown details apply to work on this project			
Specification	Number	Revision Date	Title
Standard Specifications for Storm Sewer Construction (Reference Iowa DOT)	DR-201	10/16/18	CONCRETE APRONS
Standard Specifications for Storm Sewer Construction (Reference Iowa DOT)	DR-213	10/17/17	PIPE APRON GUARD
Standard Specifications for Storm Sewer Construction (Reference Iowa DOT)	SW-101	04/17/18	TRENCH BEDDING AND BACKFILL ZONES
Standard Specifications for Storm Sewer Construction (Reference Iowa DOT)	SW-102	04/16/19	RIGID GRAVITY PIPE TRENCH BEDDING
Standard Specifications for Storm Sewer Construction (Reference Iowa DOT)	SW-211	04/17/18	SPECIAL PIPE CONNECTIONS FOR STORM SEWER
Standard Specifications for Storm Sewer Construction (Reference Iowa DOT)	SW-401	04/17/18	CIRCULAR STORM SEWER MANHOLE
Standard Specifications for Storm Sewer Construction (Reference Iowa DOT)	SW-602	04/21/15	CASTINGS FOR STORM SEWER MANHOLES
Standard Specifications for Street Excavation and Pavement Restoration (Reference Iowa DOT)	PV-101	04/16/19	JOINTS
Standard Specifications for Street Excavation and Pavement Restoration (Reference Iowa DOT)	PV-102	10/18/16	PCC CURB DETAILS
Standard Specifications for Street Excavation and Pavement Restoration	MD-2	City 06/21/19	CURB & GUTTER DETAILS
Standard Specifications for Portland Cement Concrete Sidewalks and Driveways (Reference SUDAS)	7030.204	10/20/15	GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK
Standard Specifications for Portland Cement Concrete Sidewalks and Driveways (Reference SUDAS)	7030.205	10/20/15	GENERAL SIDEWALK AND CURB RAMP DETAILS
Standard Specifications for Portland Cement Concrete Sidewalks and Driveways	7030.207R	City 06/21/19	CURB RAMPS FOR CLASS B OR C SIDEWALK
Standard Specifications for Portland Cement Concrete Sidewalks and Driveways (Reference SUDAS)	7030.210	10/16/12	DETECTABLE WARNING PLACEMENT
The following SUDAS details apply to work on this project			
Specification	Number	Revision Date	Title
SUDAS	4030.221	10/21/14	RCP APRON SECTION FOOTING
SUDAS	9040.105	10/21/14	WATTLE



DETAIL: RIP RAP OUTLET TO
DETENTION POND
NOT TO SCALE



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: Heather A. Thomas, PE
Iowa License Number 23208
My license renewal date is December 31, 2021

Date: _____

Pages or sheets covered by this seal: CHANGE ORDER #1, SHEETS 1-3

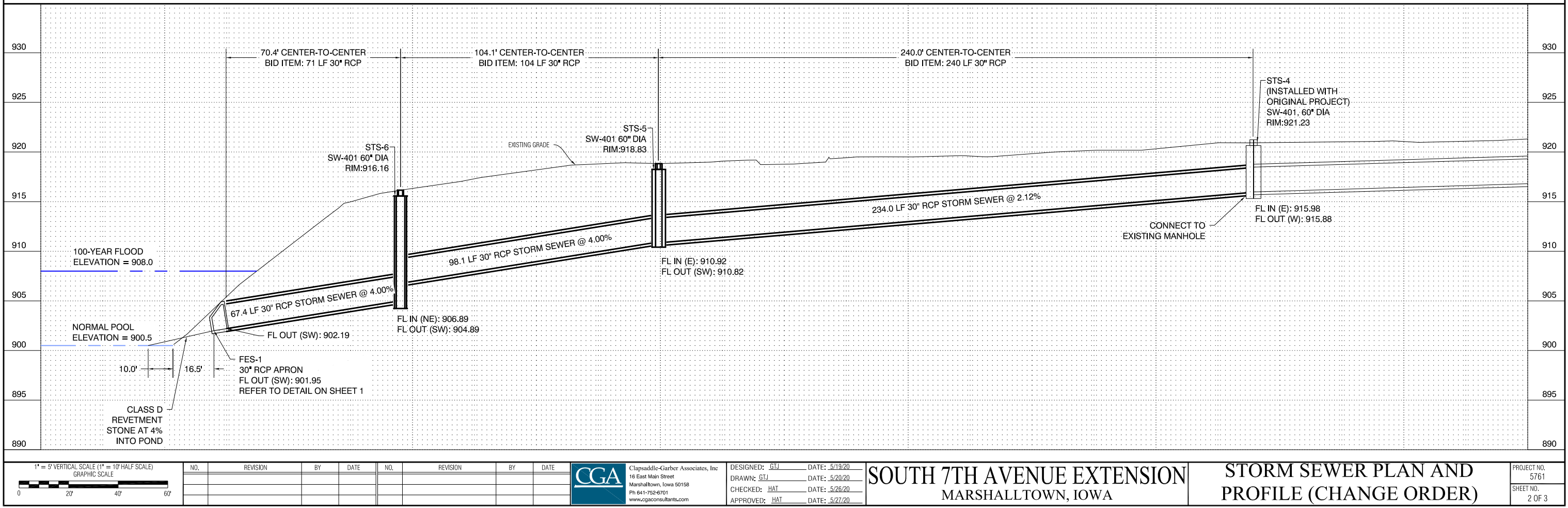
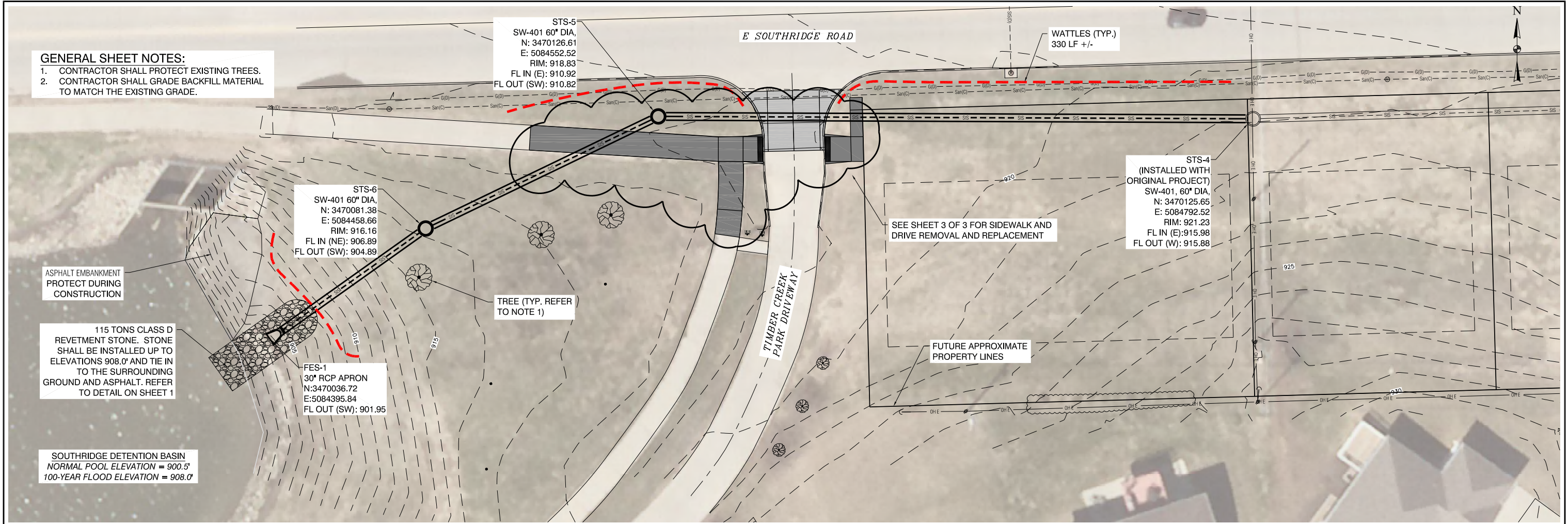
J:\5761\Wpss\Sheets\Change Order\5761 - Quantities (Change Order) dwg - 3 of 3 - 06-04-20 - 12:06pm - HAT323

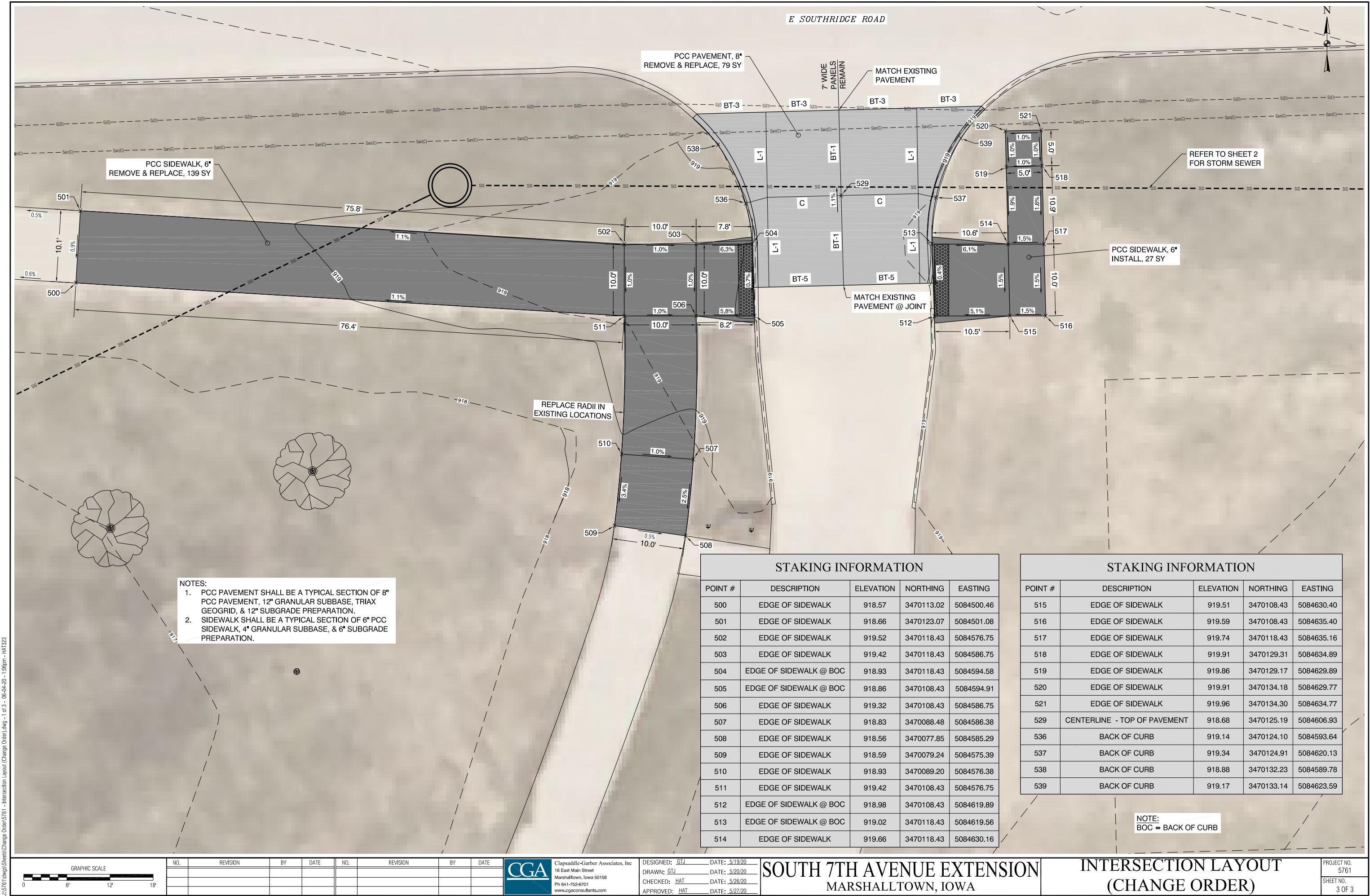
DESIGNED: GTJ DATE: 5/19/20
DRAWN: GTJ DATE: 5/20/20
CHECKED: HAT DATE: 5/26/20
APPROVED: HAT DATE: 5/27/20

SOUTH 7TH AVENUE EXTENSION
MARSHALLTOWN, IOWA

ESTIMATE OF QUANTITIES AND
REFERENCE INFORMATION (CHANGE ORDER #1)

PROJECT NO.
5761
SHEET NO.
1 OF 3





- NOTES:
1. PCC PAVEMENT SHALL BE A TYPICAL SECTION OF 8" PCC PAVEMENT, 12" GRANULAR SUBBASE, TRIAX GEOGRID, & 12" SUBGRADE PREPARATION.
 2. SIDEWALK SHALL BE A TYPICAL SECTION OF 6" PCC SIDEWALK, 4" GRANULAR SUBBASE, & 6" SUBGRADE PREPARATION.

STAKING INFORMATION				
POINT #	DESCRIPTION	ELEVATION	NORTHING	EASTING
500	EDGE OF SIDEWALK	918.57	3470113.02	5084500.46
501	EDGE OF SIDEWALK	918.66	3470123.07	5084501.08
502	EDGE OF SIDEWALK	919.52	3470118.43	5084576.75
503	EDGE OF SIDEWALK	919.42	3470118.43	5084586.75
504	EDGE OF SIDEWALK @ BOC	918.93	3470118.43	5084594.58
505	EDGE OF SIDEWALK @ BOC	918.86	3470108.43	5084594.91
506	EDGE OF SIDEWALK	919.32	3470108.43	5084586.75
507	EDGE OF SIDEWALK	918.83	3470088.48	5084586.38
508	EDGE OF SIDEWALK	918.56	3470077.85	5084585.29
509	EDGE OF SIDEWALK	918.59	3470079.24	5084575.39
510	EDGE OF SIDEWALK	918.93	3470089.20	5084576.38
511	EDGE OF SIDEWALK	919.42	3470108.43	5084576.75
512	EDGE OF SIDEWALK @ BOC	918.98	3470108.43	5084619.89
513	EDGE OF SIDEWALK @ BOC	919.02	3470118.43	5084619.56
514	EDGE OF SIDEWALK	919.66	3470118.43	5084630.16

STAKING INFORMATION				
POINT #	DESCRIPTION	ELEVATION	NORTHING	EASTING
515	EDGE OF SIDEWALK	919.51	3470108.43	5084630.40
516	EDGE OF SIDEWALK	919.59	3470108.43	5084635.40
517	EDGE OF SIDEWALK	919.74	3470118.43	5084635.16
518	EDGE OF SIDEWALK	919.91	3470129.31	5084634.89
519	EDGE OF SIDEWALK	919.86	3470129.17	5084629.89
520	EDGE OF SIDEWALK	919.91	3470134.18	5084629.77
521	EDGE OF SIDEWALK	919.96	3470134.30	5084634.77
529	CENTERLINE - TOP OF PAVEMENT	918.68	3470125.19	5084606.93
536	BACK OF CURB	919.14	3470124.10	5084593.64
537	BACK OF CURB	919.34	3470124.91	5084620.13
538	BACK OF CURB	918.88	3470132.23	5084589.78
539	BACK OF CURB	919.17	3470133.14	5084623.59

NOTE:
BOC = BACK OF CURB



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-4701
www.cgaconsultants.com

DESIGNED: GTJ DATE: 5/19/20
DRAWN: GTJ DATE: 5/20/20
CHECKED: HAT DATE: 5/26/20
APPROVED: HAT DATE: 5/27/20

SOUTH 7TH AVENUE EXTENSION
MARSHALLTOWN, IOWA

INTERSECTION LAYOUT
(CHANGE ORDER)

PROJECT NO.
5761
SHEET NO.
3 OF 3

J:\5761\Drawings\Change Order\5761 - Intersection Layout (Change Order).dwg - 1 of 3 - 05-04-20 - 1:00pm - HAT323



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. **0022**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date

Monday, May 4, 2020

Project: Vets Memorial Coliseum Marshalltown

Change order to omit LVT at the stair landings per returned approved submittal.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00026	Phillips Floor				-1049.000		(\$1,049.00)

PROPOSAL SUMMARY

(\$1,049.00)

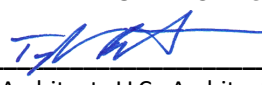
Net Costs

(\$1,049.00)

Proposal Total

(\$1,049.00)

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x 
GTG Architects LLC, Architect

Date: 6-10-2020

Owner: x
CITY OF MARSHALLTOWN

Date: _____

PM: x 
Douglas R Mertens, Project Manager

Date: 5-4-20



5/1/2020

Garling Construction
Estimating Department

Project:
Vets Memorial Coliseum Reno
20 W State St.
Marshalltown, Iowa
COR #1 – LVT Stairs

The following change request is to omit LVT at the stair landings per the returned approved submittals.

Material	(\$595.00)
Labor	(\$358.00)
O&P 10%	(\$96.00)

TOTAL DEDUCT (\$1,049.00)

If you have questions regarding the scope of work or pricing, please contact one of the commercial representatives at our **Indianola office: 515-961-7300**.

Respectfully Submitted,

Steve Whitson

Steve Whitson
Commercial Division
515-423-9386

Respectfully Submitted,

Mark A. Bjork

Mark A. Bjork
Director/ Vice President Commercial
515-202-1355



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. **0019**

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date	Friday, April 24, 2020
Project: Vets Memorial Coliseum Marshalltown Field Bulletin 5, added FS-1 credit L-2 and relocate hand sink		

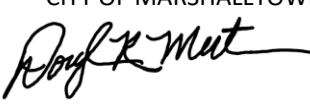
#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00023	Bond	Other Expense					\$70.55
00023	Young Plumbing & HVAC				3207.000	10.0000	\$3,527.70

PROPOSAL SUMMARY

Other Expense \$70.55
 \$3,527.70
Net Costs \$3,598.25

Proposal Total \$3,598.25

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x  Date: 6-10-2020
 GTG Architects LLC, Architect
 Owner: x CITY OF MARSHALLTOWN Date: _____

 PM: x Douglas R Mertens, Project Manager Date: 4-24-20

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS	
										HRS	\$				
150-760	FB 5 Concession Stand Floor Sink and Sink Relocation														
	Youngs - New Floor Sink Credit Lav and Relocation	1	ls		1	sub			0.00	0.00	0.00	3,207.00		3,207.00	
	PHASE TOTAL														3,207.00
	JOB TOTAL							0.00	0.00	0.00	0.00	3,207.00	0.00		3,207.00

NET CHANGE 3,207.00

Sub Mark up 10% 320.70

Mark up 15% on GC self performed or supplied material 0.00

Subtotal Change 3,527.70

Bond 2% 70.55

Total \$3,598.25

Young PLUMBING & HEATING CO.

Mechanical Contractors

April 15, 2020

Mert Mertens
Garling Construction, INC.
1120 11th Street
Belle Plains, IA 52208

Re: Veterans Memorial Coliseum Renovation
Field Bulletin #5 – Concession Area update -New location and additional piping.

Mert,

We were providing the following proposal per field bulletin #5. We are providing breakdown per items listed on bulletin. We are planning to have the natural gas be the only piping in the chase shaft with the duct work. we will reroute piping to opposing wall to avoid piping in shaft wall per April 15 project meeting.

Attached is the breakdown for this change.

Material	\$ 1,039.00
Labor 28 hours @ 62.50	\$ 1,750.00
OH&P 15%	\$ <u>418.00</u>
Total ADD	\$ 3,207.00

Material attached

Respectfully Submitted,

Young Plumbing and Heating Co.

Todd Gebhardt

Material Pricing Sheet

Sheet:

Item Counted: _____

Project: VMC Renovation FB#5

Drawing: Piping changes for their concession area

Quantity	Size	Item Description	Price Each	Totals
		Removed items		
2	3"	p trap	\$24.98	\$49.96
10	3"	piping	\$6.66	\$66.60
2	3" x 2"	Cast iron wye	\$10.86	\$21.72
40	2"	2" l copper	\$6.98	\$279.20
4	2"	Copppe swt 90's	\$12.85	\$51.40
4	2"	Copper swt 45	\$9.51	\$38.04
2	2"	Copper couplings	\$4.21	\$8.42
3	2"	2" sanitary tee	\$16.40	\$49.20
1	2" x 1 1/2"	sanitary tee	\$17.86	\$17.86
				\$0.00
10	3"	No hub clamps	\$2.11	\$21.10
4	2"	NH clamps cast to copper	\$8.15	\$32.60
				\$0.00
				\$0.00
1		hanger and supports		\$50.00
				\$0.00
1	L-2	Lavatory to be removed -Deduct	(\$124.25)	(\$124.25)
1	FS-1	Floor Sink	\$451.88	\$451.88
1		misc , gas, solder, flex		\$25.00
				\$0.00
		Based on all piping being install out side shaft chase wall		\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
		TOTAL		\$1,038.73



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0020

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date Friday, April 24, 2020
Project: Vets Memorial Coliseum Marshalltown Add Roof Drain Storm Piping back in as per Base Bid	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00024	Bond	Other Expense		0.000	98.630		\$98.63
00024	Youngs Plumbing & HVAC				4483.000	10.0000	\$4,931.30

PROPOSAL SUMMARY

Other Expense	\$98.63
	\$4,931.30
Net Costs	\$5,029.93

Proposal Total **\$5,029.93**

~~✍~~ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ~~✍~~

Architect: x	GTG Architects LLC, Architect	Date: <u>6-10-2020</u>
Owner: x	CITY OF MARSHALLTOWN	Date: _____
PM: x	Douglas R Mertens, Project Manager	Date: <u>4-24-20</u>

AS OF: 4/24/2020

NET CHANGE	4,483.00
------------	----------

448.30

0.00

4,931.30

98.63

\$5,029.93

Young PLUMBING & HEATING CO.

Mechanical Contractors

April 15, 2020

Mert Mertens
Garling Construction, INC.
1120 11th Street
Belle Plains, IA 52208

Re: Veterans Memorial Coliseum Renovation
Field Bulletin #2 – 6A Add back storm drain to the west and exterior

Mert,
We were providing the following proposal per field bulletin #2. We are providing breakdown per items listed on bulletin.

Attached is the breakdown for this change.

FB#2 – 6A -Delete 6" cast iron drain in the basement to reroute to the storm in the front of the building. We will delete the existing piping should to running to the west on the plans.

Material	\$ 1,629.00
Labor 29 hours @ 62.50	\$ 1,813.00
OH&P 15%	\$ 516.00
Back Hoe 10 @ 50	\$ 500.00
OH&P 5%	\$ <u>25.00</u>
Total ADD	\$ 4,483.00

Material attached

Respectfully Submitted,

Young Plumbing and Heating Co.

Todd Gebhardt

Material Pricing Sheet	
--	--

Sheet:

Item Counted: _____

Project: VMC Renovation FB#2 6A

Drawing: Mechanical Site Plan MSP-1 and P-100B

Sheet:

Item Counted: _____

Project: VMC Renovation FB#2 6A

Drawing: Mechanical Site Plan MSP-1 and P-100B

Sheet:

Item Counted: _____

Project: VMC Renovation FB#2 6A

Drawing: Mechanical Site Plan MSP-1 and P-100B

Sheet:

Item Counted: _____

Project: VMC Renovation FB#2 6A

Drawing: Mechanical Site Plan MSP-1 and P-100B

Quantity	Size	Item Description	Price Each	Totals
		Removed items		
88	6"	cast iron piping	\$14.45	\$1,271.60
3	6"	1/8 bends	\$22.65	\$67.95
17	6"	cast iron gaskets	\$6.14	\$104.38
2	6"	cast iron wye	\$55.68	\$111.36
1	6"	cleanout	\$73.24	\$73.24
		TOTAL		\$1,628.53



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. **0027**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Thursday, June 11, 2020

Project: Vets Memorial Coliseum Marshalltown

Changing nine(9) L8 Light Fixtures from 4 watt to 10 watt in the Veterans Gallery

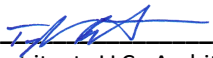
#	Description	Type	Qty	Rate	Expense Amount	Mark Up	Cost
00031	Van Maanen				519.800	10.0000	\$571.78
00031	Bond	Other Expense		0.000	11.440		\$11.44

PROPOSAL SUMMARY

\$571.78
Other Expense \$11.44
Net Costs \$583.22

Proposal Total \$ 583.22

~~✍~~ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ~~✍~~

Architect: x 
GTG Architects LLC, Architect

Date: 06/16/2020

Owner: x CITY OF MARSHALLTOWN

Date: _____


PM: x _____
Douglas R Mertens, Project Manager

Date: 6-11-20

Doug Mertens

From: David Deemer <DDeemer@cpmi.com>
Sent: Wednesday, June 10, 2020 11:31 AM
To: Doug Mertens; Tyler Baumgarten; Clint Rabe
Cc: Geoff Hubbard
Subject: [External] RE: Vet's L8 Fixture

Mert,
Forgot to discuss this during the meeting this morning.

The City would like to proceed with changing the (9) type L8 light fixtures from 4 watt to 10 watt in the Veterans Gallery 100.

Please submit formal COR for this.
Let me know if you have any questions.

Thanks,

David Deemer | Project Manager | 641.414.3560



From: Doug Mertens <Mert@garlingconstruction.com>
Sent: Tuesday, June 9, 2020 7:40 AM
To: Tyler Baumgarten <tbaumgarten@gtgcompanies.com>; David Deemer <DDeemer@cpmi.com>; Clint Rabe <clint.rabe@resourcece.com>
Subject: Vet's L8 Fixture
Importance: High

Tyler,
519.80 for L8 light change
51.98 10%
11.44 Bond
583.22 total

Let me know how to proceed.

Thank You,

Douglas "Mert" Mertens
Project Manager



1120 11th Street, Belle Plaine, IA 52208

Ph: 319-444-3409

Fax: 319-444-2437

Cell: 319-929-1359

mert@garlingconstruction.com

From: Aaron Grace <agrace@vanmaanenelectric.com>

Sent: Monday, June 8, 2020 1:19 PM

To: Doug Mertens <Mert@garlingconstruction.com>

Subject: [External] RE: [External] FW: Vet's L8 Fixture

Mert,

The cost increase to change (9) of the L8 fixtures from 4 watt to 10 watt is **\$519.80**. Do you want me to price this officially so we have a paper trail?

Aaron Grace

Van Maanen Electric, Inc

Project Manager

641-791-9473 Office

641-990-4444 Cell

From: Doug Mertens <Mert@garlingconstruction.com>

Sent: Wednesday, June 3, 2020 2:33 PM

To: Aaron Grace <agrace@vanmaanenelectric.com>; Becca Decker <bdecker@vanmaanenelectric.com>

Cc: Lesley Peterson <lesleyp@garlingconstruction.com>; Ritch Konigsmark <RKonigs@garlingconstruction.com>

Subject: FW: [External] FW: Vet's L8 Fixture

Aaron,

Note below.

Thank You,

Douglas "Mert" Mertens

Project Manager



1120 11th Street, Belle Plaine, IA 52208

Ph: 319-444-3409

Fax: 319-444-2437
Cell: 319-929-1359
mert@garlingconstruction.com

From: Tyler Baumgarten <tbaumgarten@gtgcompanies.com>
Sent: Wednesday, June 3, 2020 2:24 PM
To: Doug Mertens <Mert@garlingconstruction.com>; David Deemer <DDeemer@cpmi.com>
Subject: [External] FW: Vet's L8 Fixture

Hi Mert,
Please see Clint's comment below about locations of the 10-watt vs 4-watt fixtures, and provide us the cost difference. Let us know if you have any questions.
Thanks,



Tyler Baumgarten

Architect

GTG Companies

P: 515-528-8178

C: 641-891-1122

[6505 Merle Hay Rd](#)
[Johnston, IA, 50131](#)



From: Clint Rabe <clint.rabe@resourcece.com>
Sent: Wednesday, June 3, 2020 8:56 AM
To: Tyler Baumgarten <tbaumgarten@gtgcompanies.com>
Subject: RE: Vet's L8 Fixture

Hey Tyler,

I had Jenny look into the City's request regarding wattage for the type L8's.

We believe the 4-watt would work fine in the east-west corridor, but not the north-south Veteran's gallery. We'd still suggest the 10-watt version of the fixture.

Please let us know how the City would like to proceed.

Thanks and have a super day!

Clint

From: Doug Mertens <Mert@garlingconstruction.com>
Sent: Thursday, May 28, 2020 9:34 AM
To: bdecker@vanmaanenelectric.com; Aaron Grace <agrace@vanmaanenelectric.com>
Cc: Tyler Baumgarten <tbaumgarten@gtgcompanies.com>; Clint Rabe <clint.rabe@resourcece.com>
Subject: Vet's L8 Fixture

The engineer is looking into this, it was discussed in yesterdays meeting.

Thank You,

Douglas "Mert" Mertens
Project Manager



1120 11th Street, Belle Plaine, IA 52208

Ph: 319-444-3409

Fax: 319-444-2437

Cell: 319-929-1359

mert@garlingconstruction.com

From: Becca Decker <bdecker@vanmaanenelectric.com>

Sent: Thursday, May 28, 2020 9:29 AM

To: Doug Mertens <Mert@garlingconstruction.com>; Aaron Grace <agrace@vanmaanenelectric.com>

Subject: [External] RE: [External] RE: Vet's

Mert-

Any update on this?

Thanks.

Becca Decker

Van Maanen Electric, Inc

Project Coordinator

641-791-9473: Main Phone

641-521-1727: Cell

From: Doug Mertens <Mert@garlingconstruction.com>

Sent: Tuesday, May 19, 2020 9:43 AM

To: Becca Decker <bdecker@vanmaanenelectric.com>; Aaron Grace <agrace@vanmaanenelectric.com>

Subject: RE: [External] RE: Vet's

I Sent it off to the Architect/Engineer waiting for a response.

Thank You,

Douglas "Mert" Mertens
Project Manager



1120 11th Street, Belle Plaine, IA 52208

Ph: 319-444-3409

Fax: 319-444-2437

Cell: 319-929-1359

mert@garlingconstruction.com

From: Becca Decker <bdecker@vanmaanenelectric.com>

Sent: Tuesday, May 19, 2020 9:37 AM

To: Aaron Grace <agrace@vanmaanenelectric.com>; Doug Mertens <Mert@garlingconstruction.com>

Subject: [External] RE: Vet's

Mert-

Any update on this?

Thanks.

Becca Decker

Van Maanen Electric, Inc

Project Coordinator

641-791-9473: Main Phone

641-521-1727: Cell

From: Aaron Grace <agrace@vanmaanenelectric.com>

Sent: Wednesday, May 13, 2020 11:27 AM

To: Doug Mertens <Mert@garlingconstruction.com>

Cc: Becca Decker <bdecker@vanmaanenelectric.com>

Subject: Vet's

Mert,

According to the lighting review comments on the type L8 fixtures at Vet's, they want to change it from a 4 watt fixture which is what was shown on the drawings for us to provide to a 10 watt fixture. This change/ upgrade comes with a price from the manufacturer. The cost increase would be \$1,373.10 to go to this 10 watt fixture. How would you like us to proceed?

Thank you,

Aaron Grace

Van Maanen Electric, Inc

Project Manager

641-791-9473 Office

641-990-4444 Cell



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. **0028**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Thursday, June 11, 2020

Project: Vets Memorial Coliseum Marshalltown
Adding two(2) L19 light fixtures to illuminate existing Flagpole

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00032	Bond	Other Expense			30.200		\$30.20
00032	Van Maanen - Lights				1372.670	10.0000	\$1,509.94

PROPOSAL SUMMARY

Other Expense \$30.20
\$1,509.94
Net Costs \$1,540.14

Proposal Total \$1,540.14

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x 
GTG Architects LLC, Architect

Date: 06/16/2020

Owner: x
CITY OF MARSHALLTOWN

Date: _____

PM: x 
Douglas R Mertens, Project Manager

Date: 6-11-20

NET CHANGE	1,372.67
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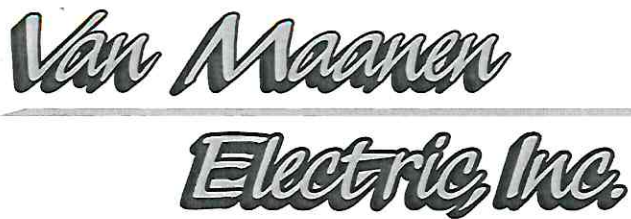
137.27

0.00

1,509.94

30.20

\$1,540.14



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-13

Date:

6/8/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Scope: FB-13 Provide and install raceway, wiring and fixtures to add (2) type L19 fixtures on the North exterior wall.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	30
3/4" CONN SS STL - EMT	8
3/4" COUPLING SS STL - EMT	3
3/4" 1-H STRAP - RMC - STEEL	4
#12 THHN BLACK	185
WIRE CONN RED	12
4x 2 1/8" SQ BOX COMB KO	2
4" SQ BLANK COVER	2
GROUND SCREW W/ INSUL #12 LEAD	2
1/4x 1 3/8 SLEEVE ANCHOR W/ ACORN NUT - 1" MIN DEPTH	12
Totals	260

Summary

Material		129.08
LIGHTING FIXTURES		547.80
LABOR	(7.95 Hrs @ \$65.00)	516.75
O&M	(@ 15.000 %)	179.04

Final Amount**\$1,372.67****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature:

Date:

6/8/20

Garling Construction Authorization**ORIGINAL**

PROPOSAL REQUEST

Van Maanen Electric Inc.
500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #	FB-13
Date:	6/8/2020
Project Name:	Marshalltown Veterans Memorial Coliseum Renovation
Page Number:	2

Name: Doug Mertens

Signature: _____ Date: _____



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. **0029**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date

Thursday, June 11, 2020

Project: Vets Memorial Coliseum Marshalltown

FB#09 Diffuser, Grilles and Duct Modifications. Storm Pipe relocation to opposite side of hallway.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00033	Bond	Other Expense		0.000	29.830		\$29.83
00033	Youngs Plumbing and Heating				1356.000	10.0000	\$1,491.60

PROPOSAL SUMMARY

Other Expense \$29.83
\$1,491.60
Net Costs \$1,521.43

Proposal Total \$1,521.43

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x 
GTG Architects LLC, Architect

Date: 06/16/2020

Owner: x
CITY OF MARSHALLTOWN

Date:



PM: x
Douglas R Mertens, Project Manager

Date: 6-11-20

Young PLUMBING & HEATING CO.

Mechanical Contractors

June 11, 2020

Mert Mertens
Garling Construction, INC.
1120 11th Street
Belle Plains, IA 52208

Re: Veterans Memorial Coliseum Renovation
Field Bulletin #9 – Diffuser and Storm Piping Adjustments.

Mert,
We were providing the following proposal per field bulletin #9. We are providing breakdown listed below on bulletin.

Attached is the breakdown for this change and the diffuser breakdown.

FB#9 – We will modify diffuser, grilles, and duct connection to match the Field bulletin #9. WE will have to add additional support in ceiling tile to support the diffuser from 24" x 24" to 12" that will be installed in ceiling tile. Change storm to go across the hall way.

Material -*Diffuser &Grilles (Data)	\$ -310.00
Material angle/ supports/Storm drain	\$ 345.00
Labor 14 hours @ 62.50	\$ 875.00
OH&P 15%	\$ 136.00
Total ADD	\$ <u>1,356.00</u>

Material attached
Diffuser -Deduct Data Power

New shop drawing will following as well.

Respectfully Submitted,

Young Plumbing and Heating Co.

Todd Gebhardt

750 South Hackett Road
P O Box 1077

Waterloo, Iowa 50704

Phone (319) 234-4411
Fax (319) 234-4540

Material Pricing Sheet

Sheet:

Item Counted: _____

Project: VMC Renovation FB#9

Drawing: _____

Quantity	Size	Item Description	Price Each	Totals
		Removed items		
lot		16 ga angle above ceiling tile to support 12" x 12"		\$96.00
Lot		backer plate		\$68.00
10	6"	Cast iron Pipe	\$15.85	\$158.50
2		6" no hub clamps	\$11.64	\$23.28
		TOTAL		\$345.78

Customer:	Young Plumbing & Heating-Todd	Date:	June 8, 2020
Project:	Veterans Memorial Coliseum Renovation: FB #9	Project Number:	JE060820-04
Location:	Marshalltown, IA	Good Thru:	July 8, 2020

We are pleased to provide the following solution for this project. Please let us know if you have any questions or concerns about the solution.

TAG: D-3, G-1, and G-4

Net Deduct zero (0)GRDs	Krueger GRDs including the following features:
-------------------------	--

- * Standard white finish, standard white finish is field paintable by others.
- * Room 006: Delete (6) model PLQs and OBDs add (6) 12x12 model 880s w/ OBD.
Delete (1) model 6490 add (1) 22x22 800, Delete (1) model 6690 add (1) 10x10 800.
a) **EXCLUSION: Square to round by others.**
- * Room 014: Delete (1) model PLQ and OBD add (1) 12x12 model 880 w/ OBD.
Delete (2) model 6690s add (2) 10x10 800s.
a) **EXCLUSION: Square to round by others.**
- * Room 015: Delete (1) model PLQ and OBD add (1) 12x12 model 880 w/ OBD.
Delete (2) model 6690s add (2) 10x10 800s.
a) **EXCLUSION: Square to round by others.**
- * Room 113: Delete (1) 12x12 model S580 and OBD add (1) 12x12 neck model 6490.
- * Room 114: Delete (1) model 5PLQ and OBD add (1) 12x12 model 880 w/ OBD.
Delete (1) model 56690 and OBD add (1) 10x10 800.
a) **EXCLUSION: Square to round by others.**
- * Room 201: Delete (1) model 5PLQ and OBD add (1) model PLQ w/ OBD.
Delete (1) model 56690 and OBD add (1) model 6690.
- * Room 202: Delete (1) model PLQ and OBD.
- * Room 203: Delete (1) model 5PLQ and OBD add (1) 12x12 model 880 w/ OBD.
Delete (1) model 56690 add (1) 10x10 800.
a) **EXCLUSION: Square to round by others.**
- * Room 206: Delete (1) model 5PLQ and OBD add (1) 12x12 model 880 w/ OBD.
Delete (1) model 56690 and OBD add (1) model 6690.
a) **NOTE: Return submittal said to update to D-1s? D-1 for lay-in ceiling?**
- * Room 207: Delete (1) model 5PLQ and OBD add (1) 12x12 model 880 w/ OBD.
Delete (1) model 56690 and OBD add (1) model 6690.
a) **NOTE: Return submittal said to update to D-1s? D-1 for lay-in ceiling?**
- * Room 209: Delete (2) model 5PLQs and OBD add (2) 12x12 model 880 w/ OBD.
Delete (2) model 56690s add (2) 10x10 800s.
a) **EXCLUSION: Square to round by others.**
- * Room 210: Add (1) 12x12 model 880 w/ OBD.

Net Deduct zero (0) GRDs

TOTAL PRICE FOB FACTORY FREIGHT PREPAID JOBSITE: -\$310.00
-(Three Hundred Ten Dollars)



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. **0025**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Wednesday, June 10, 2020

Project: Vets Memorial Coliseum Marshalltown

Layout modifications of Concession 113

Credit two F1 refrigerators and change two 30x24 tables to one 30x60 table.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00029	Wilson Res Equip				-3805.660		(\$3,805.66)

PROPOSAL SUMMARY

(\$3,805.66)

Net Costs

(\$3,805.66)

Proposal Total

(\$3,805.66)

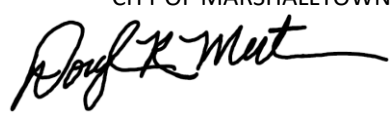
✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x 
GTG Architects LLC, Architect

Date: 06/16/2020

Owner: x
CITY OF MARSHALLTOWN

Date: _____

PM: x 
Douglas R Mertens, Project Manager

Date: 6-11-20

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS	
										HRS	\$				
Credit two (2) F1 Refrigerators and change two(2) 30x24 table to one(1) 30x60 table															
110-656	Food Service - Wilson	1	ls						0.00	0.00	0.00	(3,805.66)		(3,805.66)	
	PHASE TOTAL														(3,805.66)
	JOB TOTAL							0.00	0.00	0.00	0.00	(3,805.66)	0.00		(3,805.66)

NET CHANGE (3,805.66)

Sub Mark up 10% 0.00

Mark up 15% on GC self performed or supplied material 0.00

Subtotal Change (3,805.66)

Bond 2% 0.00

Total -\$3,805.66

Doug Mertens

From: Ron Heying <RonH@wilsonrs.com>
Sent: Monday, May 18, 2020 10:54 AM
To: Doug Mertens
Subject: [External] RE: [External] Marshalltown VMC Renovation - FB 10 Concessions Layout Change

Mert,

Deduct for change of removal of the (2) F1 refrigerators and change from (2) 30 x 24 tables to (1) 30 x 60 table with undershelf is **\$3805.66**

Ron Heying

Operations and Sales Manager

Wilson Restaurant Supply

(563)380-3456 (cell)

ronh@wilsonrs.com

www.WilsonRestaurantSupply.com



From: Doug Mertens <Mert@garlingconstruction.com>

Sent: Friday, May 15, 2020 7:39 AM

To: John Shepler (johnsc@orningglass.com) <johnsc@orningglass.com>; (bplants@centurionstoneofiowa.com) <bplants@centurionstoneofiowa.com>; Aaron Grace <agrace@vanmaanenelectric.com>; Amy Theilen <amy@orningglass.com>; Belson Outdoor <sales@belson.com>; bradrenze@midwestfiresprinkler.com; Brian Hedburg (bhedburg@thehorizongroupinc.com) <bhedburg@thehorizongroupinc.com>; brian@epcoltdinc.com; Brian Pruitt <brian@piciowa.com>; colby@moehlmillwork.com; visionconcretellc@gmail.com; sandyatdmrmarble@aol.com; Grosse Steel Company <chad.grossesteel@cfu.net>; Jason Flathers (jason.flathers@asisignage.com) <jason.flathers@asisignage.com>; John Jensen (j.jensen@crraynordoor.com) <j.jensen@crraynordoor.com>; Jon Hapke <Jon@skoldcompanies.com>; Josiah Taylor <josiaht@phillips-commercial.com>; Justin Smith <Justin@qcmasonry.com>; Kari Tanner <ktanner@okeefe-elevator.com>; Kenny Stratton (kenny@piciowa.com) <kenny@piciowa.com>; jake@parkinglotsspecialties.com; Levi Hosch (levi@skoldcompanies.com) <levi@skoldcompanies.com>; Mark Bjork <markb@phillips-commercial.com>; Mark Myers <mark.grossesteel@cfu.net>; mark@bsmqc.com; Matt Jensen (mattjensen@constructiowa.com) <mattjensen@constructiowa.com>; Matt Spaulding (corporate@pei-wt.com) <corporate@pei-wt.com>; Mike Brown (mbrown@okeefe-elevator.com) <mbrown@okeefe-elevator.com>; Randy Smith (rsmith@forsureroofing.com) <rsmith@forsureroofing.com>; Roger Dvorak (dvorak.roger@gmail.com) <dvorak.roger@gmail.com>; Ron Heying <RonH@wilsonrs.com>; Steve Fangman (stevefangman@gmail.com) <stevefangman@gmail.com>; Steve Johnson (sjohnson@okeefe-elevator.com) <sjohnson@okeefe-elevator.com>; Steve Whitson <stevew@phillips-commercial.com>; Terry Thomas <tthomas@thehorizongroupinc.com>; Todd Ellison <TEllison@H2IGroup.com>; Todd Gebhardt <Todd@youngphc.com>; Troy Klein <tklein@centurionstoneofiowa.com>; Troy Thompson (troy@logancontractors.com) <troy@logancontractors.com>

Cc: Lesley Peterson <lesleyp@garlingconstruction.com>; Ritch Konigsmark <RKonigs@garlingconstruction.com>

Subject: FW: [External] Marshalltown VMC Renovation - FB 10 Concessions Layout Change

Importance: High

To all:

Young PLUMBING & HEATING CO.

Mechanical Contractors

June 8, 2020

Mert Mertens
Garling Construction, INC.
1120 11th Street
Belle Plains, IA 52208

Re: Veterans Memorial Coliseum Renovation
Field Bulletin #10 – Concession Area

Mert,

We have reviewed field bulletin #10. Relocating the water is no big deal to change the location to opposite wall. WE will drop a Extra wye is the basement for the future drain with a short section of piping and cap for future. WE will complete this change at no extra.

No Change 6/8/2020

No extra material change

Respectfully Submitted,

Young Plumbing and Heating Co.

Todd Gebhardt

TRANSMITTAL

CPMI

1001 Grand Ave, Suite 201
West Des Moines, IA 50265

TELEPHONE NO.: (515) 244-1166
FACSIMILE NO.: (515) 244-5040

TO: City of Marshalltown
24 North Center Street
Marshalltown, IA 50159

DATE: 15 June 2020

RE: Veterans Memorial Coliseum
Renovation

Attn: Geoff Hubbard

Project No. 19105

MESSAGE: Change Order Request submitted by Garling for approval.

WE ARE SENDING YOU:

X attached
— under separate cover

COPIES	DESCRIPTION	ACTION
1	Garling Construction Inc. Change Order Request 0019 In the amount of - \$3,598.25 RE: Relocate hand sink & Add FS-1	For Approval
1	Garling Construction Inc. Change Order Request 0020 In the amount of - \$5,029.93 RE: Add roof storm drain piping back per base bid	For Approval
1	Garling Construction Inc. Change Order Request 0022 In the amount of - (\$1,049.00) RE: Credit to omit LVT at stair landings	For Approval
1	Garling Construction Inc. Change order Request 0023 In the amount of - \$128.42 RE: Ceiling change in Hall 201/Storage 209	For Approval
1	Garling Construction Inc. Change Request 0024 In the amount of - \$7,069.62 RE: Add masonry infills @ existing openings & lintels	For Approval

CPMI

BY: David Deemer
David Deemer, Project Manager

Cc:

TRANSMITTAL

CPMI

1001 Grand Ave, Suite 201
West Des Moines, IA 50265

TELEPHONE NO.: (515) 244-1166
FACSIMILE NO.: (515)244-5040

TO: City of Marshalltown
24 North Center Street
Marshalltown, IA 50159

DATE: 16 June 2020

RE: Veterans Memorial Coliseum
Renovation

Attn: Geoff Hubbard

Project No. 19105

MESSAGE: Change Order Request submitted by Garling for approval.

WE ARE SENDING YOU:

X attached
— under separate cover

COPIES	DESCRIPTION	ACTION
1	Garling Construction Inc. Change Order Request 0025 In the amount of – (\$3805.66) RE: Concessions 113 layout revisions, credit for 2 F1 Refrigerators & change table sizes	For Approval
1	Garling Construction Inc. Change Order Request 0027 In the amount of - \$583.22 RE: Change Watt size on L8 Light Fixtures in Vets. Gallery	For Approval
1	Garling Construction Inc. Change Order Request 0028 In the amount of – \$1,540.14 RE: Add Two (2) Light Fixtures to Illuminate Existing Flagpole	For Approval
1	Garling Construction Inc. Change order Request 0029 In the amount of - \$1,521.43 RE: Diffuser, Grilles & Duct Modifications & Storm Drain Piping Relocation	For Approval

CPMI

BY: David Deemer
David Deemer, Project Manager

Cc:

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Geoff Hubbard, Parks & Recreation Director
Date: June 15, 2020
RE: Coliseum Change Orders 19, 20, 22, 23-25, 27-29

Policy Issue: City policy requires Governing Body approval of Change Orders in excess of \$25,000 aggregate amount for the project.

Recommendation: Staff recommends approving the Change Order with Garling Construction for the additional work needed in the Coliseum.

Background: During the demolition of the inside of the Coliseum several items were uncovered that need to be address before construction can begin. There were also some items not address in the plans by the architects/engineers that have now been addressed so changes in the plans are needed to complete the project. Here is a breakdown of each Change Order and the costs. Also attached are each change order and their description.

- COR-19 - \$3,598.25 This change order addresses changes to the concession stand including moving the hand sink to a different wall and addition of a floor sink.
- COR-20 - \$5,029.93 The old room drain went out the front of the building and is now being re-routed within the building and into the basement drain, then to storm sewer.
- COR-22 – (\$1,049.00) This is a credit for omitting LVT flooring on the east staircase and leaving them as they are now.
- COR-23 - \$128.42 This change order covers changing of ceiling tiles in the hallways and remove ceiling tiles in the storage rooms on the 2nd floor.
- COR-24 - \$7,069.62 In the design of the project there were to masonry walls that were not specified to hold the door lintels coming into the building from the new entry way on the first and second floors.
- COR-25 – (\$3,805.66) This is a credit for changes made to the concession area. After seeing the framed area for concessions we felt changing some tables around and refrigerators around would make the concession stand flow better for workers and we feel our beverage suppliers can give us refrigerators for their product as part of their contract.
- COR-27 – \$583.22 The lighting engineer didn't feel there was enough lighting in the Veteran's Gallery to highlight the plaques and display items on the wall so this changes the fixtures for 4 watt to 10 watt fixtures.
- COR-28 - \$1,540.14 There was no lighting fixtures specified for the flagpole in the front of the building. The old light was damaged in the tornado and a temporary one hung on one the 2nd floor window frames.
- COR-29 - \$1,521.43 During installation of the HVAC and plumbing it was determined that the ceiling in the first floor hallway would need to be lower to accommodate the ductwork and piping. By relocation a section of it we are able to keep the hallway ceiling height as planned.

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



These add up to \$14,616.35

Budget Impact: Please see the attachment for the full breakdown of revenues and expenditures. The change orders, added to the previous 16 change orders, result in a \$184,163.77 project deficit.

Attachment: Change Orders 19, 20, 22, 23, 24, 25, 27-29

Expenditures		Funding		
Garling Construction	3,469,000	Insurance- RC	1,658,366	
Alternate 1	22,000	Insurance- ORD	250,000	
Alternate 2	8,500	Donations/Grants	1,350,000	
GTG Bidding Phase	10,100	Alliant Rebate	48,200	
GTG Construction Phase	92,350	City Sources	568,239	
CPMI	160,460	SRC Proceeds	428,239	
Furniture, Fixtures, AV	100,000	TIF Reimb	140,000	
Total	3,862,410		3,874,805	12,395
Change Orders 1-12	145,757.42	(3/23/20)	Deficit	(184,163.77)
Change Orders 13-15	10,801.43	(4/13/20)		
Change Order 18	25,383.57	(5/11/20)		
Change Order 19, 20, 22-24	14,616.35	(6/22/20)		

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



2020-

RESOLUTION APPROVING CONTRACT CHANGE ORDERS #19,
20, 22-25, & 27-29 FOR THE VETERANS MEMORIAL COLISEUM
RENOVATION PROJECT, AN INCREASE OF \$14,616.35

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction, for the labor and material for the Veterans Memorial Coliseum Renovation Project; and

WHEREAS an increase is requested for items to complete the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section1. That the contract Change Orders #19, 20, 22-25, & 27-29 for the Veterans Memorial Coliseum Renovation Project, in the increased amount of \$114,616.35 is hereby accepted and approved.

Passed this 22nd day of June 2020, and signed this _____ day of June 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS	
										HRS	\$				
Hall 201 Ceiling Change															
090-552	mtl stud framing - GCI	-1	ls	304.00	-1	ls	500.00		(304.00)	-8.93	(500.00)			(804.00)	
090-552	Gypsum Drywall - PIC	-1	sub						0.00	0.00	0.00	(800.00)		(800.00)	
090-552	ACT Ceiling - PIC	1	sub						0.00	0.00	0.00	2,400.00		2,400.00	
090-556	Painting Ceiling	-1	sub						0.00	0.00	0.00	(628.00)		(628.00)	
	PHASE TOTAL														168.00
Rmv ACT ceiling in Room 209 Storage															
090-552	Gypsum Drywall - PIC	1	sub						0.00	0.00	0.00	324.00		324.00	
090-552	ACT Ceiling - PIC	-1	sub						0.00	0.00	0.00	(759.00)		(759.00)	
090-556	Paint Walls - Dvorak	1	sub						0.00	0.00	0.00	418.00		418.00	
	PHASE TOTAL														(17.00)
	JOB TOTAL							0.00	(304.00)	-8.93	(500.00)	955.00	0.00		151.00

NET CHANGE 151.00

Sub Mark up 10% 95.50
Mark up 15% on GC self performed or supplied material (120.60)

Subtotal Change 125.90
Bond 2% 2.52
Total \$128.42

Doug Mertens

From: Kenny Stratton <kenny@piciowa.com>
Sent: Monday, April 13, 2020 12:55 PM
To: Doug Mertens
Subject: [External] RE: FB 06 2nd floor ceiling

Doug,

The framing is by others, to delete gypsum out of our scope & install acoustical ceilings in lieu of metal framed gypsum ceilings is a \$1,600.00 add

New 2x2 Act \$2,400.00 add

Gypsum drywall ... \$800.00 deduct

\$1,600.00 add

Any questions or comments please call.

Thanks!

Kenny Stratton

The de 1,560.00 Add Gypsum deduct is

Sent from [Mail](#) for Windows 10

From: [Doug Mertens](#)

Sent: Monday, April 13, 2020 11:25 AM

To: [Aaron Grace](#); [Amy Theilen](#); [Belson Outdoor](#); [bradrenze@midwestfiresprinkler.com](#); [Brian Hedburg](#) ([bhedburg@thehorizongroupinc.com](#)); [brian@epcoltdinc.com](#); [Brian Pruitt](#); [Bryan Plants](#) ([blants@centurionstoneoflowa.com](#)); [colby@moehlmillwork.com](#); [Daniel Meier](#) ([visionconcretelc@gmail.com](#)); [Des Moines Marble and Mantel Co.](#) ([SandyAtDMMarble@aol.com](#)); [Grosse Steel Company](#); [Jason Flathers](#) ([jason.flathers@asisignage.com](#)); [John Jensen](#) ([j.jensen@craynordoor.com](#)); [Jon Hapke](#); [Josiah Taylor](#); [Justin Smith](#); [Kari Tanner](#); [Kenny Stratton](#); [Kevin \(Jake\) Jacobs](#) ([jake@parkinglotsspecialties.com](#)); [Levi Hosch](#) ([levi@skoldcompanies.com](#)); [Mark Bjork](#); [Mark Myers](#); [mark@bsmqc.com](#); [Matt Spaulding](#) ([corporate@pei-wt.com](#)); [Mike Brown](#) ([mbrown@okeefe-elevator.com](#)); [Randy Smith](#) ([rsmith@forsureroofing.com](#)); [Roger Dvorak](#) ([dvorak.roger@gmail.com](#)); [Ron Heying](#); [Steve Fangman](#) ([stevefangman@gmail.com](#)); [Steve Johnson](#) ([sjohnson@okeefe-elevator.com](#)); [Steve Whitson](#); [Terry Thomas](#); [Todd Ellison](#); [Todd Gebhardt](#); [Troy Thompson](#) ([troy@logancontractors.com](#))

Cc: [Chris Kimm](#); [Lesley Peterson](#); [Ritch Konigsmark](#)

Subject: FB 06 2nd floor ceiling

Importance: High

To all:

This is a change in the ceiling on second floor hallway, due to duct height conflicts etc.
Going to an ACT in lieu of Drywall.

Electrical - lights look ok, since we have can lights to begin with but make sure.
Mechanical – check diffusers and grilles.

Get pricing to me ASAP.

Thank You,

Douglas "Mert" Mertens

Doug Mertens

From: Roger Dvorak <dvorak.roger@gmail.com>
Sent: Monday, April 13, 2020 12:38 PM
To: Doug Mertens
Subject: [External] Re: FB 06 2nd floor ceiling

Marshalltown Vets
Deduct painting 2nd floor hallway hard ceiling

Labor:	
Primer coat 2 hours @ \$62.00	\$124.00
1st coat finish 2 hours @ \$62.00	\$124.00
Final finish coat 3 hours @ \$62.00	\$186.00
Materials:	
2 primer @ 12.00	\$ 24.00
4 finish coat @ 22.00	\$88.00

	\$546.00
15% overhead and profit	\$ 82.00

Total Deduct	\$ 628.00

On Mon, Apr 13, 2020 at 11:25 AM Doug Mertens <Mert@garlingconstruction.com> wrote:

To all:

This is a change in the ceiling on second floor hallway, due to duct height conflicts etc.

Going to an ACT in lieu of Drywall.

Electrical - lights look ok, since we have can lights to begin with but make sure.

Mechanical – check diffusers and grilles.

Get pricing to me ASAP.

Thank You,

PIC INC

Preferred Interior Construction Inc.

2 20 20

Garling Construction
1120 11th Street Belle Plaine IA

Attention: Mert
Work Order # 5

RE: Vets Memorial Coliseum Remodel

WE SUBMIT THE FOLLOWING FOR YOUR CONSIDERATION:

We will supply material, labor and equipment necessary to install the following

Pricing per, Revision 2 plans

1, Delete ACT ceiling room 209 storage	(\$759.00)
2, Finish walls from 9' to 14'	\$324.00
Total	(\$435.00)

Exclude new access panels

Should you have any questions or comments please advise.

Sincerely,
Brian Pruitt 515 953 8233
14+50

Phone (515) 276-9190 Fax (515) 276-9196
PO Box 195, Grimes, IA 50111

Doug Mertens

From: Roger Dvorak <dvorak.roger@gmail.com>
Sent: Thursday, February 20, 2020 11:31 AM
To: Doug Mertens
Subject: [External] Re: Vets Memorial Coliseum - Changes

Marshalltown Vets Building
As per your email 2-19-2020
Changes

Room 209 add 4 ft high walls to paint approx 300 sq ft.
Labor 6 hours @62.00 per man hour \$372.00
This is primer and 2 finish coats
1 gallon primer and 2 gallons of finish \$ 46.00

Add \$ 418.00

On Wed, Feb 19, 2020 at 5:19 PM Doug Mertens <Mert@garlingconstruction.com> wrote:

To all:

Last Wednesday we walked the site with the structural engineer and came up with these items. You can read the Path Memo to get an understanding of what we discussed.

Structural Highlights:

- South wall of Gym, added continuous angle at bottom web brace with thru anchors noted on page S512 & 513.
- Elevator Shaft added members to support the brackets for the guide rails on S300, S400, S402, S500 & S501.
- RTU Support columns and beams S103, S401, & S511.
- Wood Joist details on penetrations and repairs for openings thru the floor.

Mechanical/Roofing Highlights:

- Roof top unit DOAS-1 no curb, removing major cricket and flashing in roof curb, see A110.
- New location of roof access
- S100 shows new interior drain tile, still need clarification on what to use for trench drain. Also line to pick up foundation tile.

Masonry Restoration:

- Joint repairs on south face of gymnasium.

Storefront Highlights:

- Noting the Sunshade to fit the storefront dimensions.

Interior Finishes:

- Remove ACT ceiling out of Storage 209.



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0024

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date Monday, June 8, 2020
--	----------------------------------

Project: Vets Memorial Coliseum Marshalltown

Masonry Infills at existing openings to support existing imbedded steel beams

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00028	Shoring - Materials	Material Expense		0.000	150.000	15.0000	\$172.50
00028	Shoring - Labor GCI	Labor Expense		0.000	448.000	15.0000	\$515.20
00028	Grosse Steel - Lintels				634.000	15.0000	\$729.10
00028	Set Lintel - GCI	Labor Expense		0.000	1120.000	15.0000	\$1,288.00
00028	Masonry Infill - QC				3842.000	10.0000	\$4,226.20
00028	Bond	Other Expense		0.000	138.620	0.0000	\$138.62

PROPOSAL SUMMARY

Material Expense	\$172.50
Labor Expense	\$1,803.20
	\$4,955.30
Other Expense	\$138.62
Net Costs	\$7,069.62

Proposal Total **\$7,069.62**

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x	GTG Architects LLC, Architect	Date: 06-10-2020
Owner: x	CITY OF MARSHALLTOWN	Date: _____
PM: x	Douglas R Mertens, Project Manager	Date: _____

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS	
										HRS	\$				
									0.00	0.00	0.00			0.00	
						ls			0.00	0.00	0.00	3,842.00		3,842.00	
040-325	Masonry Infill - QC Masonry	1	sub						0.00	0.00	0.00				
020-051	Temp Shoring at Opening 2nd floor	1	loc	150.00	8	hrs	56.00		150.00	8.00	448.00			598.00	
050-350	Back to Back Lintel 2nd Flr - Grosse Steel	1	loc	634.00					634.00	0.00	0.00			634.00	
050-350	Surface Lintel Lintel 1st Flr	1	loc		20	hrs	56.00		0.00	20.00	1,120.00			1,120.00	
	PHASE TOTAL														6,194.00
	JOB TOTAL							0.00	784.00	28.00	1,568.00	3,842.00	0.00		6,194.00

NET CHANGE 6,194.00

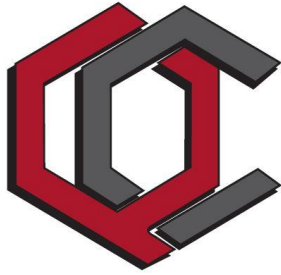
Sub Mark up 10% 384.20

Mark up 15% on GC self performed or supplied material 352.80

Subtotal Change 6,931.00

Bond 2% 138.62

Total \$7,069.62



MASONRY

DESIGN & CONSTRUCTION

EST 2019

105 31st Avenue
Rock Island, IL 61201
Phone: (309) 236-0554
Fax: (309) 786-8801

Date: June 5, 2020
Change Order #004 - Field
Bulletin #07 JMS

Proposal Submitted to:

Garling Construction
1120 11th Street
Belle Plaine, IA 52208

Project Location:

Veterans Memorial
Coliseum Renovation
20 West State Street
Marshalltown, Iowa 50158

Project Contact:

Doug Mertens
319-929-1359
mert@garlingconstruction.com

**We hereby propose to furnish all labor, equipment, materials, supervision,
And insurance necessary for the completion of the work described below.**

Field Bulletin #07 Interior West Wall Infills

Change Order #004: CMU Infills

- Furnish and install 44 square feet of standard 8" CMU at door infill on first floor.
- Furnish and install 21 square feet of standard 8" CMU at window infill on second floor.
- Furnish and install 35 square feet of standard 8" CMU at door / window infill on second floor.
- Install back to back lintel at infill around new door.
 - 6 x 3-1/2" x 3/8' back to back lintel 7'8" long.
- All infills to be centered in opening.
- Infills exclude toothing in new CMU.

Change Order #004 Total: \$ 3,842.00

Respectfully submitted,

Justin Smith
Quad City Masonry Inc.
C. (563) 370-4393
E. justin@qcmasonry.com

Any alteration or deviation from above specifications involving extra costs will be executed as a Change Order and will be added to the contract amount stated above. Upon issuance of Sub-Contract for pricing listed above constitutes acceptance of specified scope of work as listed above. Additional scope of work that may be added via Sub-Contract language shall be charged as a Change Order. No hot/cold weather provisions or protection from the elements are included in this proposal unless stated otherwise. We are a Merit Shop. No provisions for Davis-Bacon or Prevailing Wage Labor Rate Determinations have been included in our proposal unless stated elsewhere. Union Laborers will be supplied if required. All agreements are contingent upon strikes, accidents or delays beyond our control. Applicable taxes shall be added if required. All payments will be Net 30 Days unless otherwise stated or agreed upon.

Note -- This proposal may be withdrawn by Quad City Masonry if not accepted within 60 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Issuance of Purchase Order constitutes acceptance of terms stated above. Payments will be made as outlined above.

Signature: _____

Company: _____

Print Name: _____

Date: _____



MASONRY
DESIGN & CONSTRUCTION
— EST 2019 —

Doug Mertens

From: Mark Myers <mark.grossesteel@cfu.net>
Sent: Monday, April 13, 2020 1:09 PM
To: Doug Mertens
Subject: [External] RE: FB 07 West Wall Masonry

Mert,

The cost for the back to back angle lintel over door 211, and the double angles with thru bolts over door 115C, as shown in field bulletin #07, would be \$634.00 + tax.

Thanks.

Mark

From: Doug Mertens <Mert@garlingconstruction.com>
Sent: Monday, April 13, 2020 11:42 AM
To: Aaron Grace <agrace@vanmaanenelectric.com>; Amy Theilen <amy@orningglass.com>; Belson Outdoor <sales@belson.com>; bradrenze@midwestfiresprinkler.com; Brian Hedburg (bhedburg@thehorizongroupinc.com) <bhedburg@thehorizongroupinc.com>; brian@epcoltdinc.com; Brian Pruitt <brian@piciowa.com>; Bryan Plants (blants@centurionstoneofiowa.com) <blants@centurionstoneofiowa.com>; colby@moehlmillwork.com; Daniel Meier (visionconcretellc@gmail.com) <visionconcretellc@gmail.com>; Des Moines Marble and Mantel Co. (SandyAtDMMarble@aol.com) <SandyAtDMMarble@aol.com>; Grosse Steel Company <chad.grossesteel@cfu.net>; Jason Flathers (jason.flathers@asisignage.com) <jason.flathers@asisignage.com>; John Jensen (j.jensen@crraynordoor.com) <j.jensen@crraynordoor.com>; Jon Hapke <Jon@skoldcompanies.com>; Josiah Taylor <josiaht@phillips-commercial.com>; Justin Smith <Justin@qcmasonry.com>; Kari Tanner <ktanner@okeefe-elevator.com>; Kenny Stratton (kenny@piciowa.com) <kenny@piciowa.com>; Kevin (Jake) Jacobs (jake@parkinglotsspecialties.com) <jake@parkinglotsspecialties.com>; Levi Hosch (levi@skoldcompanies.com) <levi@skoldcompanies.com>; Mark Bjork <markb@phillips-commercial.com>; Mark Myers <mark.grossesteel@cfu.net>; mark@bsmqc.com; Matt Spaulding (corporate@pei-wt.com) <corporate@pei-wt.com>; Mike Brown (mbrown@okeefe-elevator.com) <mbrown@okeefe-elevator.com>; Randy Smith (rsmith@forsureroofing.com) <rsmith@forsureroofing.com>; Roger Dvorak (dvorak.roger@gmail.com) <dvorak.roger@gmail.com>; Ron Heying <RonH@wilsonrs.com>; Steve Fangman (stevefangman@gmail.com) <stevefangman@gmail.com>; Steve Johnson (sjohnson@okeefe-elevator.com) <sjohnson@okeefe-elevator.com>; Steve Whitson <steview@phillips-commercial.com>; Terry Thomas <tthomas@thehorizongroupinc.com>; Todd Ellison <TEllison@H2IGroup.com>; Todd Gebhardt <Todd@youngphc.com>; Troy Thompson (troy@logancontractors.com) <troy@logancontractors.com>
Cc: Chris Kimm <CKimm@garlingconstruction.com>; Lesley Peterson <lesleyp@garlingconstruction.com>; Ritch Konigsmark <RKonigs@garlingconstruction.com>
Subject: FB 07 West Wall Masonry
Importance: High

To all:

Masonry infills on the west wall as noted on FB07.

Look at lintels also.

Get pricing to me ASAP!

Thank You,

Douglas "Mert" Mertens

MARSHALLTOWN

— I O W A —

TO: Mayor and City Council

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: June 22, 2020

RE: Subordination agreement for forgivable loan provided for property located at
1222 Oxford Avenue, Liscomb, Iowa, 50148

The owners of a property located at **1222 Oxford Avenue, Liscomb, Iowa, 50148** participated in the City of Marshalltown Lead Hazard Control Program wherein he received assistance to eliminate lead hazards in his property. The lead hazard control assistance was paid for with grant funds made available through the City of Marshalltown Lead Hazard Control Grant Program. The grant funds used to assist households are provided to the owner(s) in the form of a forgivable loan. The loan is forgiven 33.3% each year after the completion of lead hazard control assistance until the end of the third year at which time the loan is entirely forgiven. The terms of the forgivable loan are enforced via a lien document that is filed with the County Recorder.

The owner of the property listed above has approached his lending institution with a request to refinance their mortgage to secure a shorter term and lower rate. The Amount that will be refinanced is \$98,600. The appraised value of the property is \$160,000. Originally \$18,500 in grant funds were used in the remediation of lead hazards with \$6,166.68 (33.3%) remaining. The lending institution has requested that the City of Marshalltown's lien take a subordinate position to the financial institution as a condition of refinancing. The council has the authority to agree to subordination. To achieve subordination, a public hearing must be held in consideration of a tentative resolution to authorize subordination. The public hearing has been scheduled for July 13, 2020.

If you have questions, please contact Michelle Spohnheimer at 754-5756 or e-mail mspohnheimer@marshalltown-ia.gov.

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-6583 - Fax (641) 754-5742

Property Address:	1222 Oxford Avenue Liscomb, IA 50148
Date of Completion:	11/16/17
Current Mortgage Amount:	\$93,440
Original Lien Amount:	\$18,500
% of Lien Forgiven:	66.6%
Remaining Balance on Lien:	\$6,166.68
New Mortgage Amount:	\$98,600
Appraised Value:	\$160,000
Lien plus New Mortgage:	\$104,766.68
Difference:	\$55,233.32
The amount of new mortgage and remaining balance on the liens is LESS THAN the appraised value.	

Housing & Community Development
 36 North Center Street, Marshalltown, IA 50158
 Tel. (641) 754-6583 - Fax (641) 754-5742

Date Submitted & Fee Paid:

6/1/2020 ✓

Subordination Agreement Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742
www.ci.marshalltown.ia.us

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete. Please read reverse of document for further requirements.

Please type or print legibly in ink.

Property Address: 1222 Oxford Ave, Liscomb, IA	
Owner: Christopher + Mary Fuchsen	
Mailing Address: 1222 Oxford Ave, Liscomb, IA	
Phone: 641-751-0498	Today's Date: 6-1-2020
Financial Institution Contact Person and Phone Number: Compass Mortgage 641-275-9200	
Appraisal Amount: 160,000	Lead Hzd Ctrl Prog. Forgivable Loan Amount:
Amount of Existing Mortgage Loan(s): 93,440	Rate(s) of Existing Mortgage Loan(s): 4.875
Amount to be Refinanced: 98,600	Refinanced Lending Rate: 2.875
Purpose of refinancing: Changing From 30y to 15y.	
Name and address of financial institution that will be listed on the new mortgage as it should appear on subordination documents (if the mortgage will be sold to another institution, list the name of the final institution that will hold the lien after sale): 2225 S. Dwyer St Compass Mortgage Inc., 345 W 4th ST N Newton, IA 50208	



Doc ID: 003159760003 Type: LAN
Recorded: 05/12/2009 at 11:18:44 AM
Fee Amt: \$109.20 Page 1 of 3
Revenue Tax: \$87.20
Marshall County Iowa
Kathleen K. Baker Recorder

File **2009-00002572**

*\$87.20
\$22.00 hja*



COURT OFFICER DEED

THE IOWA STATE BAR ASSOCIATION

Official Form No. P201

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Robert J. Weiss, 106-B South 1st Avenue, Marshalltown, IA 50158, Phone: (641)
753-5187

Taxpayer Information: (Name and complete address)

Christopher P. Fuchsen, 1222 Oxford Avenue, Loscomb, IA 50148

*** Return Document To:** (Name and complete address)

Walker & Billingsley, 208 N. 2nd Ave. W., Newton, IA 50208

Grantors:

Bernard E. Escherich Estate

Grantees:

Christopher P. Fuchsen

Legal description: See Page 2

Document or instrument number of previously recorded documents:



COURT OFFICER DEED

IN THE MATTER OF

THE ESTATE OF

BERNARD ESCHERICH

now pending in the Iowa District Court

in and for Marshall County. Probate No. ESPR005075

Pursuant to the authority and power vested in the undersigned, and in consideration of One (\$1.00)-----
Dollar(s) and other valuable consideration, the undersigned, in the representative capacity designated
below, hereby Convey(s) to
Christopher P. Fuchsen and Mary Mc Cann - Fuchsen, husband and wife joint
tenants with full rights of survivorship and not as tenants
in common

the following described real estate in Marshall County, Iowa:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter
Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East
476.5 feet, thence South 402 feet, thence West 476.5 feet, thence North 402 feet to point of beginning.

Grantor warrants that wherever the names Beulah H. Esherich and Beulah H. Escherich appear in the
chain of title to this real estate that said names refer to one and the same person. Grantor also warrants
that wherever the names Bernard E. Esherich and Bernard E. Escherich appear in the chain of title to
this real estate that said names refer to one and the same person.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or
plural number, and as masculine, feminine or neuter gender, according to the context.

Dated: May, 2009

Bernard E. Escherich Estate

By Property Management Specialist Office Agent x Sharon Estep
Sharon Estep - F&M Bank-IA a/k/a Citizens Bank Wealth Management, N.A.

By _____
Title _____

As Executor *in the As _____ *in the
above entitled estate or cause. above entitled estate or cause.

*Executor, Administrator, Guardian, Conservator, Trustee, Referee, Commissioner, or Receiver

Acknowledgment for Individuals

STATE OF MICHIGAN, COUNTY OF Genesee

This instrument was acknowledged before me on MAY 7th, 2009, by

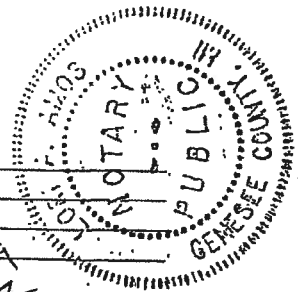
Sharon Estep

as Agent

of F&M BANK IA aka Citizens Bank Wealth mg

Lori A. Amos
Lori A. Amos

Notary Public

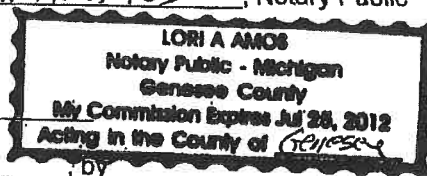


STATE OF MICHIGAN, COUNTY OF Genesee

This instrument was acknowledged before me on May 7, 2009, by

as

of



_____, Notary Public

Acknowledgment for Corporation

STATE OF MICHIGAN, COUNTY OF _____

This instrument was acknowledged before me on May, 2009, by Sharon Estep

as Property Management Specialist Officer

of F&M Bank-Iowa a/k/a Citizens Bank Wealth Management, N.A.

on behalf of said corporation as fiduciary.

_____, Notary Public

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me on _____, by _____

as

of

on behalf of said corporation as fiduciary.

_____, Notary Public

**TENTATIVE RESOLUTION ACCEPTING SUBORDINATION AGREEMENT FOR
PROPERTY INTEREST AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD
HAZARD CONTROL PROJECT NO. 53511029**

WHEREAS the owners of a property located at 1222 Oxford Avenue, Liscomb, Iowa has participated in the Marshalltown Lead Hazard Control Program; and

WHEREAS the nature of the Marshalltown Lead Hazard Control Program is to provide qualifying applicants with forgivable loans for the purpose of eliminating residential lead-based paint hazards; and

WHEREAS a lien has been filed to enforce the provisions of the forgivable loan which is recorded as Instrument No. 2017-00006842 and a subordination agreement was recorded as Instrument No. 2018-00002914 on 06/05/2018, in the records of Marshall County, Iowa; and

WHEREAS the owner of said property wishes to refinance the property, which refinancing requires the city's liens to be subordinated to the new mortgage agreement; and

WHEREAS such a subordination may be construed as a disposal of an interest in real property pursuant to Section 364.7 of the Code of Iowa, thus necessitating a proposed resolution and public hearing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. The City of Marshalltown, Iowa by this Tentative Resolution proposes to consent to the filing of the attached Subordination Agreement, which is incorporated and made part of this resolution.

Section 2. The attached Subordination Agreement, shall be for real property located at 1222 Oxford Avenue, Liscomb, Iowa described as follows:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

Section 3. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, and published at least once weekly, the publication to be not less than ten (10) nor more than twenty (20) days prior to the date hereinafter fixed for public hearing concerning this matter. Said public hearing is hereby fixed the 26th day of June 2020, at the Council meeting to commence at 5:30 PM in the Council Chambers, 10 W. State Street, Marshalltown, Iowa. Said public hearing shall convene to consider any and all comments filed with the City Clerk or made in open council meeting in response to the proposed action as recited herein, and the Council shall have authority to take final action at that time.

Passed this _____ day of _____ 2020, and signed this _____ day of _____ 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Christopher & Mary Fuchsen are the owners of the following described premises:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

WHEREAS said property owner has executed a Forgivable Loan in favor of the City of Marshalltown, Iowa (hereinafter referred to as CITY OF MARSHALLTOWN), which are recorded as Instrument No. 2017-00006842 and a subordination agreement was recorded as Instrument No. 2018-00002914 on 06/05/2018, in the records of Marshall County, Iowa, and the City of Marshalltown is the present lien holder thereof; and

WHEREAS the CITY OF MARSHALLTOWN recognizes said property owner wishes to refinance current mortgage obligations; and,

WHEREAS Compass Mortgage Inc. has requested a condition prior to approving a mortgage loan to said property owner which requires the city's lien to take a subordinate position to the property owner's refinancing efforts.

NOW THEREFORE the City of Marshalltown specifically subordinates the Marshalltown forgivable loans to said mortgage of Compass Mortgage Inc.; and

The City of Marshalltown further acknowledges the mortgage of Compass Mortgage Inc. as a first and prior lien upon said premises, not to exceed \$98,600.00 nor be increased without prior written consent of the City of Marshalltown; and

The City of Marshalltown, by the execution of this Subordination Agreement, does not release the liens of its Forgivable Loans, but only subordinates and makes junior such liens to the mortgage of Compass Mortgage Inc. and all correction hereinafter.

Witness the hand and seal of the undersigned this ____ day of _____ 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

On this ____ day of _____ 2020 before me, a Notary Public, appeared Joel T.S. Greer, Mayor, who being duly sworn, did say that he is the chief elected official of the CITY OF MARSHALLTOWN, and that the foregoing instrument was signed by him/her on behalf of the CITY OF MARSHALLTOWN as the free act and deed of said city. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the date and year last above written.

_____, Notary Public
My commission expires:

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD HAZARD CONTROL
PROJECT NO. 53511029**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 22nd day of June 2020, place on file a Tentative Resolution whereby it proposed to accept subordination of a forgivable lien at 1222 Oxford Avenue, Liscomb, Iowa, property hereinafter described; and

WHEREAS published notice as required by law of the intended acceptance of the subordination agreement by the CITY OF MARSHALLTOWN, IOWA, of the real estate lien has all been duly published and no objections to the proposed subordination have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed subordination as heretofore set forth and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loan as originally recorded as Instrument No. 2017-00006842 and then a subordination agreement was recorded as Instrument No. 2018-00002914 on 06/05/2018 in the records of Marshall County, Iowa so the property owner may refinance his mortgage.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 22nd day of June 2020, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

is hereby approved and adopted..

Section 2. The Mayor and Clerk are hereby authorized to execute the attached Subordination Agreement and to do all things necessary to carry out subordination.

Passed this _____ day of _____ 2020, and signed this _____ day of _____ 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION SETTING A PUBLIC HEARING FOR THE VOLUNTARY ANNEXATION OF 2424
233RD STREET, MARSHALLTOWN, IA 50158

WHEREAS the City has received a request from John and Roberta Olson to voluntarily annex the property at 2424 233rd Street, Marshalltown, IA 50158, legally described as:

Lot Four, Golf View Estates Subdivision of the Southeast Quarter of the Northwest Quarter of Section Nine, Township Eighty-three North, Range Eighteen West of the 5th P.M., Marshall County, Iowa.

into the corporate City limits of Marshalltown; and

WHEREAS a public hearing is required to be held before the City Council and is proposed for July 13, 2020 at 5:30 PM; and

WHEREAS The City Council has reviewed the request and found it to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. A public hearing is hereby set for Monday, July 13, 2020 at 5:30 PM for the voluntary annexation of 2424 233rd Street, Marshalltown, IA 50158, legally described as:

Lot Four, Golf View Estates Subdivision of the Southeast Quarter of the Northwest Quarter of Section Nine, Township Eighty-three North, Range Eighteen West of the 5th P.M., Marshall County, Iowa.

Passed this ____ day of June 2020 and signed this __ day of June 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

June 22, 2020

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Voluntary Annexation of 2424 233rd Street, Marshalltown, IA 50158

Policy Issue: The City of Marshalltown and Marshalltown Waterworks have requirements that if a development is requesting a connection and is located outside of the corporate City limits the owner must request Voluntary Annexation. The City Council will review the request and may choose to accept the request or decline the request. The property located at 2424 233rd Street, owned by John and Roberta Olson is currently in the county adjacent to City limits. They are building a new single-family residential dwelling and have requested water service from Marshalltown Waterworks. In turn they have submitted the voluntary annexation application to the City. They are not connecting to the City sewer.

Recommendation: It is the recommendation of staff that the annexation application be accepted and the process be completed which includes a public hearing and notification to Marshall County, the Iowa DOT, the Secretary of State, and each public utility. A resolution is attached setting the public hearing for Monday, July 13, 2020.

Background: The City limits were extended around this property on May 2, 2000.

Budget Impact: There is not a fee for application unless the property is tax-exempt. In the future the property would pay City property taxes.

Attachment: Resolution setting the public hearing and application

City of Marshalltown

Voluntary Annexation Application

For additional information contact the
Housing & Community Development Department at 641-754-5756

Requests for voluntary annexation (with owner consent) will be considered by the City of Marshalltown upon receipt of a complete application. The estimated length of time from submission to final approval is 60 days. The following chart identifies the dates associated with the process based on application submission and is subject to change.

Date	Description
Due by 6/12/20	Application received
6/22/20	Item placed on discussion at the next Council meeting. No formal action taken, update on anticipated schedule and notices. (2 nd & 4 th Monday)
6/19/20	Application mailed to County Board of Supervisors at least 14 business days prior to Council action. Mail certified copy on Friday 4 weeks prior to Council meeting.
6/19/20	Notice of public hearing submitted to the newspaper 1 week prior to publication.
6/26/20	Notice of Public Hearing posted in the newspaper at least 14 days prior to Council action. (publication should post on Friday 3 weeks prior to the meeting.
7/13/20	Public Hearing held and Council resolution approved at the City Council Meeting (2 nd & 4 th Monday)
by 7/17/20	Copy of resolution, map and legal description filed with the: - Secretary of State - County Board of Supervisors - Each affected Public Utility - Iowa Department of Transportation
by 7/24/20	Copy of resolution, map and legal description recorded with the Marshall County Recorder.
TBD	Annexation is complete upon acknowledgement by the Secretary of State that the resolution, map and legal description have been received.

The following items must be submitted with the completed application:

- ☒ Completed application for annexation of identified property, signed and dated by all owners of record or their authorized representatives.
- ☒ Complete legal description of property to be annexed. A copy of the description can be obtained from the Marshall County Recorder for a fee.
- ☒ Map of property to be annexed.
- ☒ Description of the current use and expected use of the annexed property.
- ☒ \$250 application fee. (applicable to tax-exempt parcels only)

Check returned 6/15/2020 MF

COMPLETE THE FOLLOWING INFORMATION.

(PLEASE TYPE OR PRINT CLEARLY)

Property Address: 2424 233 rd ST Marshalltown, IA 50158	
Parcel Identification Number (PIN): *Contact the Marshall County Assessor to determine the PIN* 8318 09 176 004	
Owner of Record: John & Roberta Olson	
Address of Owner of Record: 608 West Main, Marshalltown, IA 50158	
Owner Phone: 641 752 1451	Owner E-mail: OLSON1451@MSN.COM
Authorized Agent:	
Address of Authorized Agent:	
Agent Phone:	Agent E-mail:

Please indicate if the property is involved in any of the following:

☐ Bankruptcy ☐ Contract ☐ Civil Suit ☐ Foreclosure

Provide a brief description of current and expected use as well as reason for request:

new Dwelling

I hereby agree by signing below that I am requesting 100% voluntary annexation of my property into the incorporated City of Marshalltown territory.

Owner/Agent Signature

Date

Owner/Agent Signature

Date

Owner/Agent Signature

Date



Recorded: 11/15/2019 at 03:23:13 PM
Amt: \$12.00 Page 1 of 1
Revenue Tax: \$13.60
Marshall County Iowa
Nan Benson County Recorder
File **2019-00006010**

\$13.60
\$12.00

***Taxpayer & Return To:** John & Roberta Olson, 608 W. Main St., Marshalltown, IA 50158
Preparer: Kevin R. Hitchins, 102 E. Church St., Marshalltown, Iowa 50158, (641) 752-4507

Warranty Deed – Joint Tenancy

For the consideration of One and No/100 Dollar(s) and other valuable consideration, Superior Rentals, L.L.C., a limited liability company organized and existing under the laws of Iowa, does hereby Convey to John H. Olson and Roberta J. Olson, husband and wife, as Joint Tenants with full rights of survivorship, the following described real estate in Marshall County, Iowa:

Lot Four, Golf View Estates Subdivision of the Southeast Quarter of the Northwest Quarter of Section Nine, Township Eighty-three North, Range Eighteen West of the 5th P.M., Marshall County, Iowa.

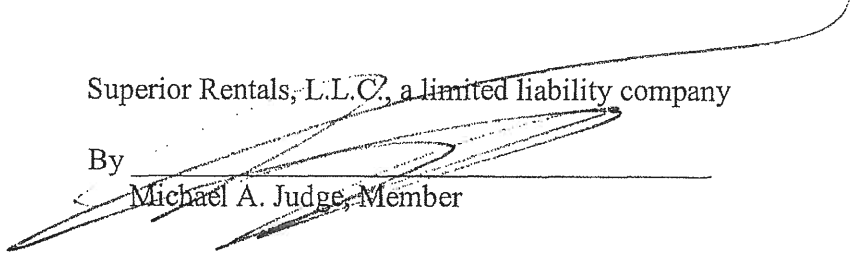
The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: November 14, 2019.

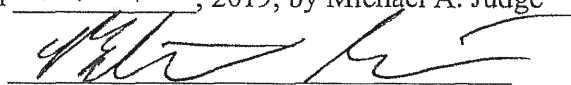
Superior Rentals, L.L.C., a limited liability company

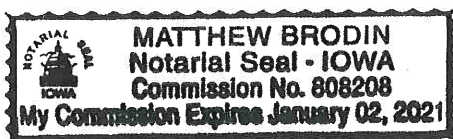
By

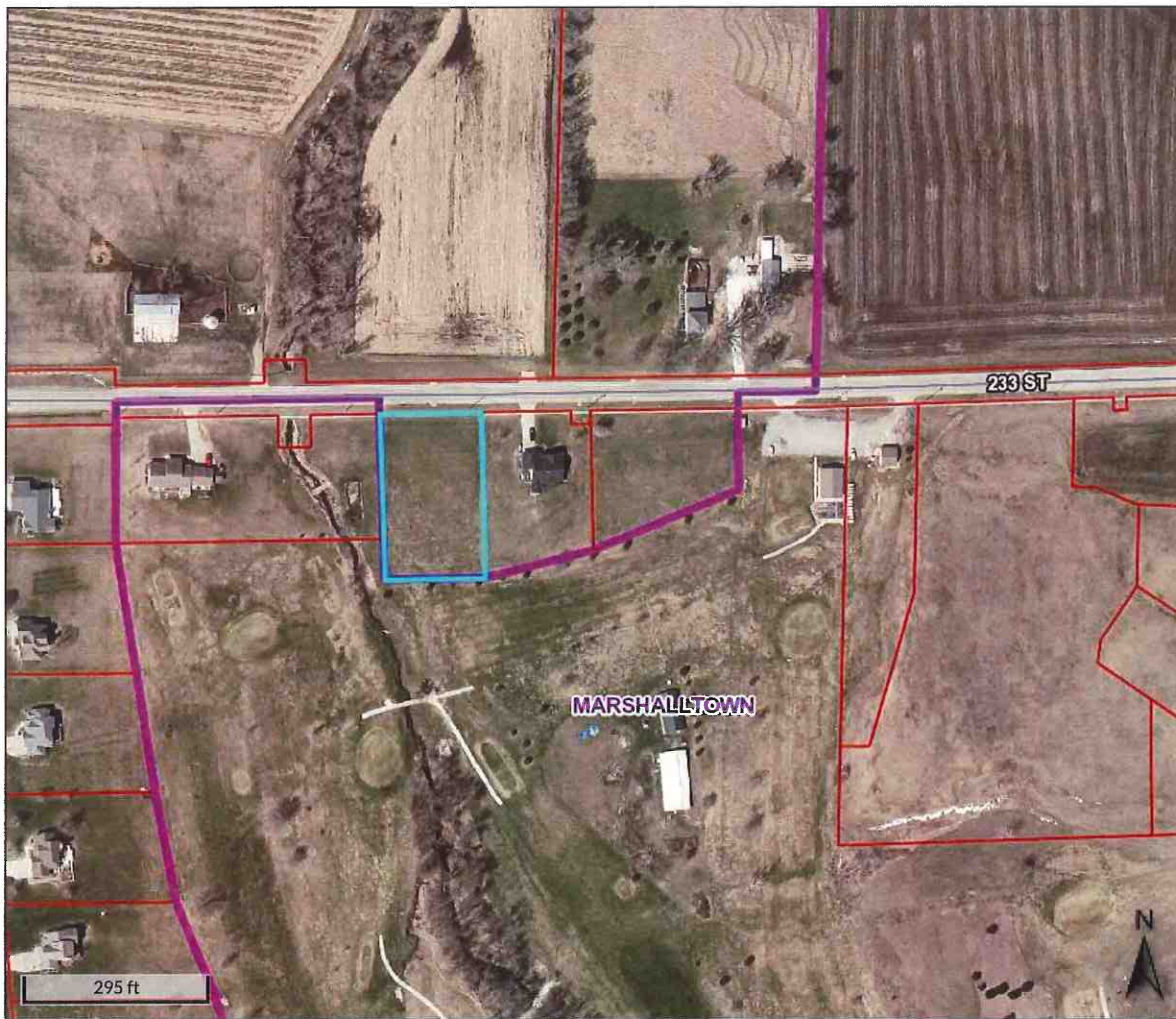

Michael A. Judge, Member

STATE OF IOWA, COUNTY OF MARSHALL

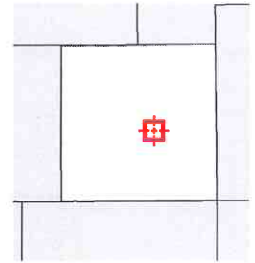
This record was acknowledged before me on 11-14-19, 2019, by Michael A. Judge as Member of Superior Rentals, L.L.C.


Signature of Notary Public





Overview



Legend

- Parcels
- Corporate Limits
- Roads
- Major Highways**
- U.S. Hwy 30
- Hwy 330
- State Paved

Parcel ID	8318-09-176-004	Alternate	n/a	Owner	OLSON, JOHN H	Last 2 Sales			
Sec/Twp/Rng	09-83-18	ID		Address	608 W MAIN ST	Date	Price	Reason	Qual
Property	2424 233RD ST	Class	RESIDENTIAL		MARSHALLTOWN, IA	11/14/2019	\$9000	Vacant	U
Address	MARSHALLTOWN	Acreage	n/a		50158	5/12/2017	\$8500	Vacant	U
								lot	
								lot	
District	150800-TIMBER CREEK MC								
Brief	LOT 4								
Tax Description	(Note: Not to be used on legal documents)								

Date created: 6/15/2020
Last Data Uploaded: 6/15/2020 7:25:53 AM

Developed by  **Schneider**
GEOSPATIAL

RESOLUTION SETTING A PUBLIC HEARING FOR THE VOLUNTARY ANNEXATION OF
PARCEL 8317-05-200-005, MARSHALLTOWN, IA 50158

WHEREAS the City has received a request from Martin Marietta Materials Real Estate Investments, Inc. to voluntarily annex the property known as parcel 8317-05-200-005, Marshalltown, IA 50158, legally described as:

The North Twenty (N 20) feet of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Eighty-three (83) North, Range Seventeen (17) West of the 5th P.M., Marshall County, Iowa, containing 0.6 acre, more or less

into the corporate City limits of Marshalltown; and

WHEREAS a public hearing is required to be held before the City Council and is proposed for July 13, 2020 at 5:30 PM; and

WHEREAS The City Council has reviewed the request and found it to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. A public hearing is hereby set for Monday, July 13, 2020 at 5:30 PM for the voluntary annexation of Parcel 8317-05-200-005, Marshalltown, IA 50158, legally described as:

The North Twenty (N 20) feet of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Eighty-three (83) North, Range Seventeen (17) West of the 5th P.M., Marshall County, Iowa, containing 0.6 acre, more or less

Passed this ____ day of June 2020 and signed this ____ day of June 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

June 22, 2020

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Annexation Request regarding Voluntary Annexation request from Martin Marietta for parcel 8317-05-200-005

Policy Issue: Martin Marietta Materials Real Estate Investments, Inc. has a small sliver of land that was not annexed when Alliant annexed several years ago. Martin Marietta purchased land from Alliant for their new location.

Recommendation: We initiated this process in 2018 right after the tornado and it had not been finalized so it is going through the full process at this time to get everything in order. A public hearing will be set for July 13, 2020. Staff recommends approval of the request.

Background: Several years ago more than 600 acres were annexed into the City for Alliant. This small parcel was unintentionally left out and not realized until Martin Marietta became involved.

Budget Impact: This annexation would bring property into the City.

Attachment: Application and resolution setting public hearing

City of Marshalltown

Voluntary Annexation Application

For additional information contact the
Housing & Community Development Department at 641-754-5756

Requests for voluntary annexation (with owner consent) will be considered by the City of Marshalltown upon receipt of a complete application. The estimated length of time from submission to final approval is 60 days. The following chart identifies the dates associated with the process based on application submission and is subject to change.

Date	Description
Due by 6/12/20	Application received
6/22/20	Item placed on discussion at the next Council meeting. No formal action taken, update on anticipated schedule and notices. (2 nd & 4 th Monday)
6/19/20	Application mailed to County Board of Supervisors at least 14 business days prior to Council action. Mail certified copy on Friday 4 weeks prior to Council meeting.
6/19/20	Notice of public hearing submitted to the newspaper 1 week prior to publication.
6/26/20	Notice of Public Hearing posted in the newspaper at least 14 days prior to Council action. (publication should post on Friday 3 weeks prior to the meeting.
7/13/20	Public Hearing held and Council resolution approved at the City Council Meeting (2 nd & 4 th Monday)
by 7/17/20	Copy of resolution, map and legal description filed with the: - Secretary of State - County Board of Supervisors - Each affected Public Utility - Iowa Department of Transportation
by 7/24/20	Copy of resolution, map and legal description recorded with the Marshall County Recorder.
TBD	Annexation is complete upon acknowledgement by the Secretary of State that the resolution, map and legal description have been received.

The following items must be submitted with the completed application:

- ☐ Completed application for annexation of identified property, signed and dated by all owners of record or their authorized representatives.
- ☐ Complete legal description of property to be annexed. A copy of the description can be obtained from the Marshall County Recorder for a fee.
- ☐ Map of property to be annexed.
- ☐ Description of the current use and expected use of the annexed property.
- ☐ \$250 application fee. (applicable to tax-exempt parcels only)

COMPLETE THE FOLLOWING INFORMATION.

(PLEASE TYPE OR PRINT CLEARLY)

Property Address: vacant land	
Parcel Identification Number (PIN): *Contact the Marshall County Assessor to determine the PIN* 8317-05-200-005	
Owner of Record: Martin Marietta Materials Real Estate Investments, Inc.	
Address of Owner of Record: c/o Baden Tax Management P.O. Box 8040 Fort Wayne, IN 46898-8040	
Owner Phone: 515-697-3425	Owner E-mail: neil.grant@martinmarietta.com
Authorized Agent: N/A	
Address of Authorized Agent: N/A	
Agent Phone: N/A	Agent E-mail: N/A

Please indicate if the property is involved in any of the following:			
☐ Bankruptcy	☐ Contract	☐ Civil Suit	☐ Foreclosure

Provide a brief description of current and expected use as well as reason for request:

The subject property is currently in row crop production. The subject property (and additional property to the north) has been permitted for sand and gravel extraction.

I hereby agree by signing below that I am requesting 100% voluntary annexation of my property into the incorporated City of Marshalltown territory.


Owner/Agent Signature

6/17/2020
Date

Owner/Agent Signature

Date

Owner/Agent Signature

Date

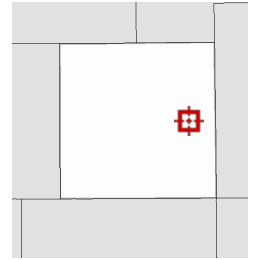


Beacon™

Marshall County, IA



Overview



Legend

- Parcels
- Corporate Limits
- Roads
- Major Highways**
 - U.S. Hwy 30
 - Hwy 330
 - State Paved

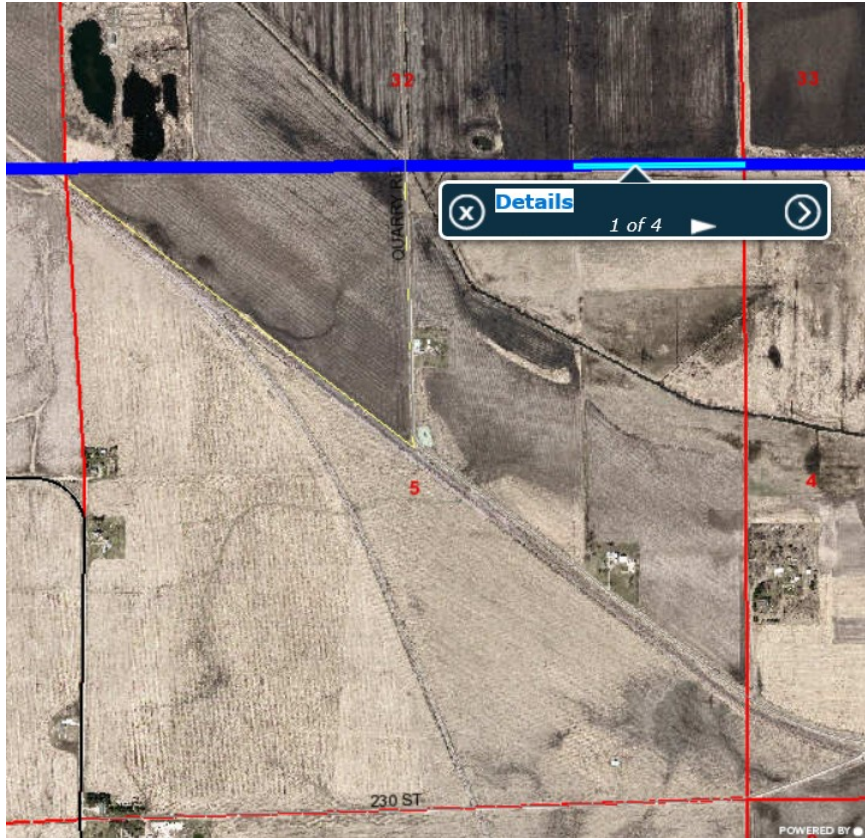
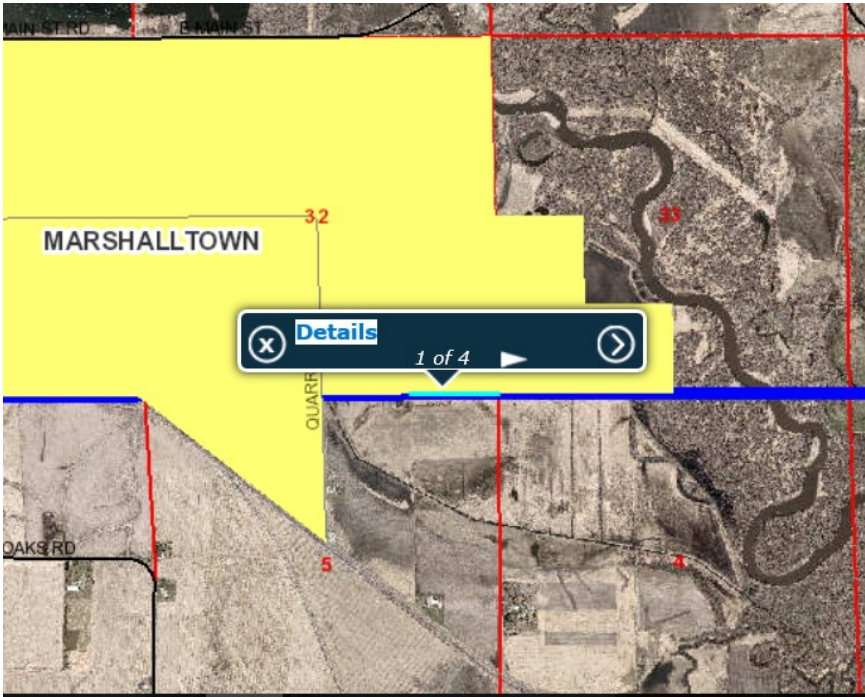
Parcel ID	8317-05-200-005	Alternate ID	n/a	Owner Address	MARTIN MARIETTA MATERIALS REAL ESTATE INVESTMENTS INC PO BOX 8040 FORT WAYNE, IN 46898	Last 2 Sales			
Sec/Twp/Rng	05-83-17	Class	AGRICULTURAL			Date	Price	Reason	Qual
Property Address		Acreage	0.61			9/6/2018	\$1123500	Normal	U
						8/29/2007	\$2507561	Sale	U
								to/by public utility or railroad	
District	060700-LEGRAND EM								
Brief	N 20' OF NE NE								
Tax Description	(Note: Not to be used on legal documents)								

Date created: 6/17/2020

Last Data Uploaded: 6/17/2020 7:24:28 AM

Developed by  Schneider
GEOSPATIAL

Marshall County Parcel ID# 8317-05-200-005



0 VACANT LAND

PARCEL ID# 8317-05-200-005

The North Twenty (N 20) feet of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Eighty-three (83) North, Range Seventeen (17) West of the 5th P.M., Marshall County, Iowa, containing 0.6 acre, more or less

RESOLUTION APPROVING CONTRACTS FOR PROPERTY ACQUISITION, PERMANENT
AND TEMPORARY AND PERSCRIPTIVE EASEMENT ACQUISITION, AND PAYMENT OF
LANDSCAPE DAMAGES FOR THE S. FIRST STREET PARKING LOT STORMWATER
IMPROVEMENTS PROJECT NO. PLT19001

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a
proposed right of way acquisition contracts by and between the CITY OF MARSHALLTOWN,
IOWA, AND:

OWNER	AMOUNT
LBO Investments, LLC	\$2,576.00

relative to the S. First Street Parking Lot Stormwater Improvements Project, Number PLT19001.

WHEREAS, the Council has fully examined same and has found same to be in the best
interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and
accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the contract by and between the CITY OF MARSHALLTOWN, IOWA,
relative to S. First Street Parking Lot Stormwater Improvements Project, is hereby fully
approved in all respects and particulars and the Mayor and City Clerk are hereby authorized
and directed to execute same for and on behalf of said City.

Passed this ____ day of June, 2020 and signed this ____ day of June, 2020.

Joel Greer, Mayor

ATTEST:

SHARI L. COUGHENOUR, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

Page 1

PARCEL NO. 1 COUNTY: Marshall
 PROJECT NO. 7061-18A
 PROJECT NAME: S. First Street Parking Lot Stormwater Improvements

SELLER: LBO Investments, L.L.C.

THIS AGREEMENT entered into this ____ day of _____, 2020, by and between SELLER and the City of Marshalltown, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY " or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Marshall County, Iowa, and legally described on the attached **Acquisition Plat**. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on page four and which include the following buildings, improvements and other property: land only. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,576.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 2,576.00 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	<u>368</u> sq.ft.	\$ <u>920.00</u>
Underlying Fee Title	_____ sq.ft.	_____
Permanent Easement	_____ sq.ft.	_____
Temporary Easement	_____ sq.ft.	_____
Landscaping/Other		\$ <u>1,656.00</u>
Total		\$ <u>2,576.00</u>

Additional Damages \$1,656.00 Administrative Settlement

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: Farmers Savings Bank 205 W Main Street, Marshalltown, IA 50158

7. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

14. BUYER'S offer is valid until June 12, 2020.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

LBO Investments, L.L.C.

X
By: Melinda G. Young
Title: Member Manager

X
By: Ethan Kaplan
Title: Member Manager

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Kansas
COUNTY OF RENO } ss:

On this 15th day of June, A.D. 20 20, before me, the undersigned, a Notary Public in and for said State, personally appeared Melinda G. Young & Ethan Kaplan,
X to me personally known
or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

 (Sign in Ink)
Graciela Grajeda (Print/Type Name)
Notary Public in and for the State of Kansas

CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s):

Corporate Seal is affixed

No Corporate Seal procured
PARTNER(s): _____ Limited Partnership

General Partnership
ATTORNEY-IN-FACT
EXECUTOR(s) or TRUSTEE(s)
GUARDIAN(s) or CONSERVATOR(s)
OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
LBO Investments, L.L.C.

RECOMMENDED BY

Tyler Buckingham, Project Manager (Date)

BUYER'S APPROVAL

Signed by: (Date)

Signed by: (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Marshalltown, Iowa and who did say that said instrument was signed on behalf of the City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE THE STATE RECREATIONAL TRAIL
APPLICATION FOR THE IOWA RIVER'S EDGE TRAIL**

Whereas the Iowa River's Edge Trail runs from Marshalltown North to near Highway 20 in Hardin County, and

Whereas the Iowa River Trail Board will be seeking funding to develop this 34 mile trail, and

Whereas replacing Bridges #2 to #5 in Marshall County is funded and final engineering is being completed,

Whereas after the bridges are completed the City can request funding to pave the approximate 1.5 miles between bridge #2 and bridge #5.

NOW, THEREFORE, BE IT RESOLVED BY THE MARSHALLTOWN CITY COUNCIL:

Section 1: The \$300,000 State Recreational Trail Grant is approved for paving from Bridge #2 to Bridge #5. The total estimated budget for this project is \$1,000,000. Funds from multiple other sources will be needed to complete this project.

Section 2: the City of Marshalltown will adequately maintain the trail for its intended use and maintain the trail used to justify this project in public use for a minimum of 20 years following project completion.

Approved this _____ day of _____, 2020.

Joel Greer,
Mayor, City of Marshalltown

Attest:

RESOLUTION APPROVING 28E INTERAGENCY AGREEMENT BETWEEN IOWA
DEPARTMENT OF INSPECTIONS AND APPEALS AND CITY OF MARSHALLTOWN,
AGREEMENT EXPIRES AUGUST 22, 2021.

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed 28E Agreement by and between the City of Marshalltown and the Iowa Department of Inspections and Appeals, expiring August 22, 2021; and

WHEREAS the Council has fully examined the Agreement and has found it to be in the best interests of the City of Marshalltown, Iowa, and that the same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the Agreement by and between the City of Marshalltown and the Iowa Department of Inspections and Appeals, for investigation services related to the HUD Section 8 Housing Choice Voucher Program, expiring August 22, 2021, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute said Agreement and any future Amendments for extension of term on behalf of the City of Marshalltown.

Passed this ____ day of June 2020 and signed this ____ day of June 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

I O W A

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: June 17, 2020

RE: Renewal of 28E Agreement with the Iowa Department of Inspections and Appeals

Policy Issue: The City administers the HUD Section 8 Housing Choice Voucher Program. As a part of that program it is our responsibility to enforce regulations and if necessary investigate participant fraud. The most common violations of fraud include unreported income, unauthorized household members and absence from the unit. Staff is able to conduct some investigations in house with the assistance of local law enforcement but we are working with the IDIA on the majority of our terminations now. Occasionally a case may involve other State or Federal agencies such as the Department of Human Services. This agreement will authorize the City to engage the Iowa Department of Inspections and Appeals on these types of cases if needed which typically reduces our costs.

Recommendation: Staff recommends approving the 28E agreement allowing the staff to continue to work with the IDIA on cases as needed.

Background: The staff has a lot of verbal communication with other agencies in an effort to identify and eliminate fraud as soon as it comes to our attention. We will continue to work with agencies as much as possible in ways that do not result in fees for service.

Budget Impact: Should the City need to engage the IDIA for paid services the expenses would be charged to the Section 8 program budget.

Attachment: Resolution & 28E Agreement

If you have questions please do not hesitate to contact me at 641-754-5756 or e-mail me at mspohnheimer@marshalltown-ia.gov.

**INTERAGENCY AGREEMENT
BETWEEN
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS
AND
CITY OF MARSHALLTOWN**

This agreement (Agreement) is entered into between the Iowa Department of Inspections and Appeals (DIA) and the City of Marshalltown (CM) pursuant to the authority of Iowa Code sections 28E.5 and 28E.12.

The parties hereto agree as follows:

Purpose: The purpose of this Agreement is to authorize the performance of Section 8 Voucher Program / Public Housing investigations of the City of Marshalltown (CM) by DIA.

Rights, Powers, and Responsibilities:

CM agrees to:

1. Refer, in writing, investigations for CM to DIA.
2. Approve, in writing, the inclusion of cases involving the CM programs when multiple state, local or federal agencies are involved in an investigation.
3. Provide the following to DIA:
 - a. Access to all case records pertinent to the investigations being conducted.
 - b. Calculations of any overpayments that occurred on cases under investigation.
 - c. Leasing Housing Specialists or other appropriate staff that are required to testify in court about the Section 8 Housing Choice Voucher Program / Public Housing records and determinations of overpayment amounts.
4. Collect all civil and criminal overpayments.

DIA agrees to:

1. Investigate, obtain evidence, and prepare and submit investigative reports to county attorneys or federal prosecutors for criminal prosecution on behalf of CM.
2. In criminal cases, request restitution through the courts on behalf of CM for the amount of overpayment(s).
3. In civil or administrative cases, submit a copy of the investigative report to CM for appropriate action.

Funding: DIA will bill CM for investigations conducted pursuant to this Agreement at the initial rate of sixty-eight dollars and 25 cents (\$68.25) per hour, modified annually, by the thirtieth (or last day) of each month. CM shall reimburse DIA within 30 days of receipt of a billing statement / invoice. If CM denies any part of the invoice, CM shall provide DIA with a detailed reason for the denial and give DIA the opportunity to provide further justification.

Duration: This Agreement shall be in full force and effect from August 23, 2020 to August 22, 2021, unless terminated earlier in accordance with the Termination section of this Agreement. CM and DIA shall meet at least thirty (30) days prior to the expiration of this Agreement to determine renewal and any modifications to the Agreement, including but not limited to, funding.

Legal or Administrative Entity Created: No new legal or administrative entity is created by this Agreement.

Property: Nothing in this Agreement shall be deemed to effect any change with respect to the ownership of the real or personal property of either party to this Agreement.

Dispute Resolution: The parties to this Agreement shall attempt to mediate disputes that arise under this Agreement by engaging in mediation with a mutually agreed-upon mediator. Each party will bear fifty percent (50%) of the costs of such mediation. In the event the parties are unable to reach agreement during the mediation, the parties shall submit their dispute to binding arbitration as provided for in Iowa Code section 679A.19.

Filing and Recording: Copies of this Agreement shall be filed with the Secretary of State before the Agreement shall be in full force and effect, all pursuant to Iowa Code section 28E.8

Termination: Either party to this Agreement may terminate this Agreement without cause by providing the other party a written notice of intent to terminate this Agreement, at least thirty (30) days prior to the intended date of termination. The notice shall specify the reasons for termination and shall be delivered by U.S. Certified Mail to either party.

The undersigned hereby execute and enter into this interagency 28E Agreement. Each signatory represents that he/she has been authorized in accordance with state law to sign and bind the agency represented.

Larry Johnson Jr., Director
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS

Joel Greer, Mayor
CITY OF MARSHALLTOWN

Date

Date

Applicant License Application ()

Name of Applicant: <u>Dada Hospitality LLC</u>		
Name of Business (DBA): <u>Best Western Regency Inn/Bella Será</u>		
Address of Premises: <u>3303 S Center St.</u>		
City <u>Marshalltown</u>	County: <u>Marshall</u>	Zip: <u>50158</u>
Business <u>(641) 752-6321</u>		
Mailing <u>3303 S Center St.</u>		
City <u>Marshalltown</u>	State <u>IA</u>	Zip: <u>50158</u>

Contact Person

Name <u>Collin Northcutt</u>	
Phone: <u>(765) 509-1990</u>	Email <u>bwregencyiowa@gmail.com</u>

Classification Class B Liquor License (LB) (Hotel/Motel)

Term:12 months

Effective Date: 04/07/2020

Expiration Date: 01/01/1900

Privileges:

Catering Privilege

Class B Liquor License (LB) (Hotel/Motel)

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Umangkumar Chaurdhari

First Name: Umangkumar

Last Name: Chaurdhari

City: Marshalltown

State: Iowa

Zip: 50158

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>AmGUARD Insurance Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR THE WASHINGTON STREET EXTENSION PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA BEING PROJECT NO. ECO2001
IN THE AMOUNT OF \$576,560.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Washington Street Extension Project, being Project No. ECO20001, in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Con-Struct, Marshalltown, Iowa	\$576,560.00
Absolute Concrete, Des Moines, Iowa	\$599,699.90
Gehrke, Inc, Eldora, Iowa	\$601,677.50

After consideration of all bids filed, there was determined by the Council that the bid of Con-Struct, Marshalltown, Iowa is the best and lowest responsible bid for the public improvement as is herein outlined.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the bid of Con-Struct, Marshalltown, Iowa, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Five Hundred Seventy-Six Thousand Five Hundred Sixty and .00/100 (\$576,560.00) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law. Pursuant to Iowa Code section 26.10, the City Council authorizes the Public Works Director to retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and to approve the properly executed contract and bond. Checks or bidder's bonds of unsuccessful bidders shall be returned to the bidders as soon as the successful bidder is determined or within thirty days, whichever is sooner.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor

and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 22nd day of June, 2020, and signed this _____day of June, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____ (“Effective Date of the Agreement”) between

City of Marshalltown, Iowa (“Owner”) and

FOX Engineering Associates, Inc (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract", prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as

appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of

payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of

the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

- c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this

Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. Not used
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

ENGINEER:

By: _____

By: 

Print Name: _____

Print Name: Lance Aldrich, P.E., BCEE

Title: _____

Title: Principal

Date Signed: _____

Date Signed: June 3, 2020

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

414 South 17th Street, Suite 107

Ames, IA 50010

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Steven Soupier, P.E.

Title: _____

Title: Project Manager

Phone Number: _____

Phone Number: 515-233-0000

E-Mail Address: _____

E-Mail Address: sps@foxeng.com

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions as listed in the individual task order.
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to

Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.
- C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. As Basic Services, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - 3. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the Task Order, will terminate at the end of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
 - 1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 - 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 - 3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
- 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
 19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 20. Preparation of operation, maintenance, and staffing manuals.
 21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
 22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
 24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 25. Overtime work requiring higher than regular rates.
 26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For

such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B– Owner's Responsibilities

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer in the Task Order that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
20. Perform or provide the following: No additional Owner responsibilities.

Exhibit B– Owner's Responsibilities

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Payments to Engineer for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – INVOICES AND PAYMENTS

C4.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C4.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendix 1.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 3.25 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C4.03 Reimbursable Expenses

- A. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or

other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

- B. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be subject to the factors set forth below.
- C. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.
- D. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.
- E. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C4.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.5 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C4.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, 2020.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, 2020.



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER: City of Marshalltown, Iowa

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: FOX Engineering Associates, Inc.

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the

Exhibit E – Notice of Acceptability of Work

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Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

Exhibit E – Notice of Acceptability of Work

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Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

F5.02 *Designing to Construction Cost Limit*

- A. A Construction Cost limit may be set forth in the Task Order.
- B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, 2020.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$ 500,000
 - 2) Bodily injury by disease, each employee: \$ 500,000
 - 3) Bodily injury/disease, aggregate: \$ 500,000
 - c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$ 1,000,000
 - 2) General Aggregate: \$ 2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$ 5,000,000
 - 2) General Aggregate: \$ 5,000,000
 - e. Automobile Liability
 - 1) Combined Single Limit
(Bodily Injury and Property Damage): \$ 1,000,000

Exhibit G - Insurance

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2. By Owner:

- | | | |
|----|---|---------------------|
| a. | Workers' Compensation: | Statutory |
| b. | Employer's Liability – | |
| 1) | Bodily injury, each accident | \$ <u>500,000</u> |
| 2) | Bodily injury by disease, each employee | \$ <u>500,000</u> |
| 3) | Bodily injury/disease, aggregate | \$ <u>500,000</u> |
| c. | General Liability – | |
| 1) | Each Occurrence
(Bodily Injury and Property Damage): | \$ <u>1,000,000</u> |
| 2) | General Aggregate: | \$ <u>2,000,000</u> |
| d. | Automobile Liability | |
| 1) | Combined Single Limit
(Bodily Injury and Property Damage): | \$ <u>1,000,000</u> |
| | [or] | |
| 1) | Bodily Injury
(each accident) | \$ <u>500,000</u> |
| 2) | Property Damage
(each accident) | \$ <u>500,000</u> |

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.

Exhibit G - Insurance

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This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, 2020.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

16.11.A Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the specific Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under the specific Task Order.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.
3. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.
4. *Agreement Not to Claim for Cost of Certain Change Orders.* Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision,

incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants.

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, 2020.

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|-------|
| a. | Original Task Order amount: | \$[] |
| b. | Net change for prior amendments: | \$[] |
| c. | This amendment amount: | \$[] |
| d. | Adjusted Task Order amount: | \$[] |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

SUGGESTED FORM OF
TASK ORDER

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

[or]

- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

Task Order Form

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- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar]]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

E. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

Task Order Form

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3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

[or]

- ☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of Owner’s authorization to proceed with Preliminary Design Phase services.

Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[]	[]
a. Study and Report Phase (A1.01)	\$[]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
d. Construction Phase (A1.05)*	\$[]	[]
e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
f. Post-Construction Phase (A1.06)	\$[]	[]
g. Commissioning Phase (A1.07)	\$[]	[]
h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)	\$[]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: _____

Print Name: _____

Title: _____

Engineer License or Firm's
Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

Task Order Form

**EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
FOX ENGINEERING FOR WPCP AND SANITARY SEWER INFRASTRUCTURE
IMPROVEMENT PLANNING, IN THE CITY OF MARSHALLTOWN, IOWA,

WHEREAS, the City Council of Marshalltown, Iowa, has negotiated an Agreement for professional services with Fox Engineering; and

WHEREAS, from time to time the city may request Fox Engineering to provide professional services for specific projects. Each engagement will be documented by a task order. This agreement sets forth the general terms and conditions which shall apply to all task orders duly executed under this agreement.

WHEREAS, the City Council of Marshalltown finds that this Agreement for Services is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
MARSHALLTOWN, IOWA:

Section 1. That the attached Agreement for Professional Services with Fox Engineering, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk be authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, Iowa.

Passed this 22nd day of June 2020, and signed this ____ day of June 2020.

CITY OF MARSHALLTOWN

Joel Greer , Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

TASK ORDER

This is Task Order No. 2407-20A,
consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2020
- b. Owner: City of Marshalltown, Iowa
- c. Engineer: FOX Engineering Associates, Inc.
- d. Specific Project (title): 2020 Sanitary Sewer Rehabilitation Project - CIPP
- e. Specific Project (description): The CITY OF MARSHALLTOWN (OWNER) has previously determined through negotiation with the Iowa Department of Natural Resources, additional work is needed in the collection system as part of the consent agreement. This project will consist of a scoping study to determine the locations of installations of cured-in-place (CIPP) lining of sanitary sewers. An evaluation of the sanitary sewer conditions will be completed by the Engineer, based on video inspection records completed previously by others. It is anticipated that approximately 65,000 lineal feet of sanitary sewer may be lined as part of this project. The selection of the pipe segments that will be included in the future construction project will be included as part of this task order. Review of the most current inspection videos will be needed to determine the future construction project scope. The OWNER desires to engage FOX Engineering Associates, Inc. (ENGINEER) to provide professional engineering services associated with the project.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Exhibit A, Paragraph A1.01), with the following additions or modifications

- 1. Information collection:

Task Order 2407-20A

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and American Society of Civil Engineers. All rights reserved.

- a. Schedule and participate in a meeting with the OWNER (Administration and WPCP Staff) to discuss the project scope.
 - b. Obtain necessary televising videos available from the City of Marshalltown in areas considered for inclusion in the project.
 2. The evaluation will include review of existing sanitary sewer collection system mapping.
 3. Review of available televising information to determine scope of CIPP project. FOX will review televising information and verify segments to be included in project.
 4. Final project scope listing including the anticipated sanitary sewer collection system segments that are recommended to be included in the CIPP project and an opinion of probable project cost.
 5. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.
- Exhibit A, Paragraphs A1.02 through A1.07 are not applicable (not included in this Task Order).

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

1. Funding Assistance: If requested, FOX will provide funding assistance as described in the Master Agreement under A2.01.A.1 and other services required with funding requirements as requested by the OWNER (e.g. Applications, Environmental Information Documents, and assistance with archaeological and historical investigations). Other work could include assistance with applying for an SRF Planning and Design Loan or submittal of an SRF Intended Use Plan application.
2. Those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

1. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.

5. Task Order Schedule

Phases of the work are estimated to be completed as follows:

Data/Document Review	June 2020
Project Meeting	July 2020
Final Scoping Study Complete	August 2020

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Scoping Study	\$25,000	Lump Sum
TOTAL COMPENSATION	\$25,000	

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

None

8. Other Modifications to Agreement and Exhibits:

Exhibit I – Section 16.11B – Limitation of Engineer’s Liability:

Replace Paragraph 1 with the following:

1. *Engineer’s Limitation of Liability.* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer’s officers, directors, partners, employees, agents, and Engineer’s Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer’s officers, directors, partners, employees, agents, or Engineer’s Consultants, or any of them (hereafter “Owner’s Claims”), shall not exceed the total compensation received by the Engineer under this Task Order.

9. Attachments:

None

10. Other Documents Incorporated by Reference:

None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2020.

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: Lance Aldrich

Print Name: Lance Aldrich, P.E.

Title: Principal

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Steven P. Soupier, P.E., CFM

Title: Project Manager

Address: 414 South 17th Street, Suite 107
Ames, IA 50010

E-Mail
Address: sps@foxeng.com

Phone: 515.233.0000

Task Order 2407-20A

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RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
FOX ENGINEERING FOR THE 2020 SANITARY SEWER REHABILITATION PROJECT-
CIPP, IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$25,000.00

WHEREAS, the City Council of Marshalltown, Iowa, has negotiated an Agreement for professional services with Fox Engineering; and

WHEREAS, the City Council of Marshalltown finds that this Agreement for Services is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
MARSHALLTOWN, IOWA:

Section 1. That the attached Agreement for Professional Services with Fox Engineering, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk be authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, Iowa.

Passed this 22nd day of June 2020, and signed this ____ day of June 2020.

CITY OF MARSHALLTOWN

Joel Greer , Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
FOX ENGINEERING FOR THE WPCP HEADWORKS AND DIGESTER IMPROVEMENTS,
IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$22,700.00

WHEREAS, the City Council of Marshalltown, Iowa, has negotiated an Agreement for professional services with Fox Engineering; and

WHEREAS, the City Council of Marshalltown finds that this Agreement for Services is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
MARSHALLTOWN, IOWA:

Section 1. That the attached Agreement for Professional Services with Fox Engineering, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk be authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, Iowa.

Passed this 22nd day of June 2020, and signed this ____ day of June 2020.

CITY OF MARSHALLTOWN

Joel Greer , Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

TASK ORDER

This is Task Order No. 2407-20C,
consisting of 6 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2020
- b. Owner: City of Marshalltown, Iowa
- c. Engineer: FOX Engineering Associates, Inc.
- d. Specific Project (title): Marshalltown WPCP Headworks and Digester Improvements
- e. Specific Project (description): The CITY OF MARSHALLTOWN (OWNER) owns and operates a Water Pollution Control Plant (WPCP). Components of the headworks and digester facilities have reached their useful lives. Since these facilities were constructed, additional technologies have become widely used. The OWNER desires to engage FOX Engineering Associates, Inc. (ENGINEER) to provide professional engineering services associated with capital needs planning for these facilities.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Exhibit A, Paragraph A1.01), with the following additions or modifications
 - 1. Kickoff Conference Call:
 - a. Schedule and participate in a conference call with the OWNER to discuss the capital needs study and desired improvements for evaluation.

2. Flows and Loads Memo: A memo summarizing the proposed design capacities will be submitted to the OWNER for their review and comment. A detailed evaluation of historical plant flows and loads is not included in the scope of this project. The design capacity for the improvements will be as noted below to match the capacities of other treatment and pumping facilities as noted from previous evaluations and design criteria, subject to confirmation.
 - a. Headworks Screening – 30.0 MGD
 - b. Grit removal – 14.0 MGD
3. Alternative Development and Evaluation:
 - c. Project Workshop: Attend a project workshop meeting with OWNER staff to discuss the study and alternatives to consider. Workshop to include a site visit for the purpose of performing a review of the headworks and digester facilities and the current operating procedures.
 - d. Headworks and Digester Evaluation: Prepare unit process descriptions and evaluations to reflect current conditions of the plant.
 - e. Develop conceptual, planning-level schematics and layouts for report illustrations.
 - f. Develop Alternatives: Improvements will consider options for upgrading headworks facilities and addressing aging treatment units. Conceptual opinions of probable costs will be included.
 - i. Two alternatives for grit removal will be evaluated. These alternatives are multiple-tray separators (HeadCell from Hydro International) and partially aerated grit traps (Grit Wolf from HUBER).
 - ii. Grit washer(s) (such as Coanda from HUBER) will be included in proposed improvements.
 - iii. The existing screens will be evaluated to determine if replacement or maintenance is preferred. Available screening technologies will be reviewed, and up to three alternatives for screening upgrades will be evaluated.
 - iv. The addition of screenings washing will be included in proposed improvements. This is intended to include the elimination of the existing conveyor system and will likely include building modifications (replacing the louvered wood enclosure of the upper level of the screenings room with conventional building structure, adding a mezzanine and overhead door to allow transfer of screenings via dumpster, and evaluation of HVAC for NPFA 820 compliance).
 - v. Up to two one-day site visits to observe installations of headworks equipment being considered as part of the improvements.
 - vi. Digester improvements will not include any changes to the treatment scheme or mixer technology. Digesters will be evaluated to determine capital maintenance needs to allow the effective operation of the digesters for the next 15-20 years. Elements to be considered include removal of accumulated grit, painting, and miscellaneous repairs.
 - g. The evaluation will include capital and life-cycle costs, operational issues, and financing options. The opinion of probable costs will be conceptual and approximate in nature intended for use in comparing the options. To the extent practical, opinions of probable costs will be prepared using published cost estimating data, preliminary estimates from equipment and chemical suppliers, and information from our own project files.

archaeological and historical investigations). Other work could include assistance with applying for an SRF Planning and Design Loan or submittal of an SRF Intended Use Plan application.

- b. **Project Initiation Conference:** If SRF funds are being sought, the IDNR requires a few additional planning steps not otherwise anticipated for this type of project. The flows and loads memo shall be submitted to IDNR for concurrence and the Project Initiation Conference is held with the OWNER, ENGINEER, and the IDNR. ENGINEER will attend the required Project Initiation Conference. The purpose of the meeting is to identify the anticipated project scope and design assumptions so that any disagreements can be dealt with before a detailed evaluation of alternatives is completed. Alternatives that are expected to be included in the Capital Needs Plan evaluation will also be discussed.

those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

1. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.

5. Task Order Schedule

Phases of the work are estimated to be completed as follows:

Preliminary Capital Needs Plan	Three (3) months from task order execution
Final Capital Needs Plan	Four (4) months from task order execution

6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Capital Needs Plan	\$18,200	Lump Sum
b. Funding Assistance (IUP and IDNR Meetings)	\$4,500	Hourly, Estimated
TOTAL COMPENSATION	\$22,700	Hourly & Estimated

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

None

8. Other Modifications to Agreement and Exhibits:

None

9. Attachments:

None

10. Other Documents Incorporated by Reference:

None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2020.

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By:  _____

Print Name: Lance Aldrich, P.E.

Title: Principal

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Taylor Hopper, P.E.

Title: Project Manager

Address: 414 South 17th Street, Suite 107
Ames, IA 50010

E-Mail Address: tah@foxeng.com

Phone: 515.233.0000

RESOLUTION ADOPTING TENTATIVE RESOLUTION
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
BY THE CITY OF MARSHALLTOWN, IOWA,
TO DAVID E. THOMPSON AND KATHLEEN A. THOMPSON
TO THE PROPERTY DESCRIBED HEREIN AND
AUTHORIZING EXECUTION AND DELIVERY OF WARRANTY DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 8th day of June, 2020, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of the CITY OF MARSHALLTOWN, IOWA to DAVID E. THOMPSON AND KATHLEEN A. THOMPSON, the property, located in Marshalltown, Iowa, herein after described; and

WHEREAS published notice as required by law of the intended conveyance by the CITY OF MARSHALLTOWN, IOWA, of the real estate owned by it and described hereinafter has all been duly published and no other bids or objections to the proposed conveyance have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed conveyance for the consideration as therein described and as heretofore set forth and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS the purpose of this Resolution is to authorize the conveyance by the CITY OF MARSHALLTOWN, IOWA, to DAVID E. THOMPSON AND KATHLEEN A. THOMPSON, of the real estate hereinafter described subject to easements, rights of way and access for public utilities and sewers,
8418-35-204-016, 109 S 1ST AVENUE and 8418-35-204-011, 8 E LINN STREET, legally described as follows:
Lots 10, 11 and the West 60 feet of Lot 12, all in Block 21, Town of Marshall, Marshall County, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 8th day of June, 2020, whereby it is proposed to sell and dispose of and convey title of the CITY MARSHALLTOWN, IOWA, subject to easements, rights of way and access for public utilities and sewers as set out in Section 2, to the real estate located in the City of Marshalltown described as:

8418-35-204-016, 109 S 1ST AVENUE and 8418-35-204-011, 8 E LINN STREET, legally described as follows:

Lots 10, 11 and the West 60 feet of Lot 12, all in Block 21, Town of Marshall, Marshall County, Iowa, subject to easements, rights of way and access for public utilities and sewers,

to DAVID E. THOMPSON AND KATHLEEN A. THOMPSON, is hereby approved and adopted.

Section 2. The conveyance of the real estate as is described in Section 1 of this Resolution shall be by WARRANTY DEED, from the CITY OF MARSHALLTOWN, subject to easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists. Said easements, rights of way and access will be retained until such time as their retention is no longer desired by the City of Marshalltown, Iowa.

Section 3. The Mayor and Clerk are hereby authorized to execute the WARRANTY DEED, as referred to herein and upon receipt of the consideration therein, deliver the deed to the Buyer and to do all things necessary to carry out said sale.

Passed this 22nd day of June, 2020, and signed this ____ day of June, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk



**REAL ESTATE CONTRACT
(SHORT FORM)**

IT IS AGREED between the City of Marshalltown, Iowa ("Sellers"); and

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Marshall County, Iowa, described as:

Lots 10, 11 and the West 60 feet of Lot 12, all in Block 21,
Town of Marshall, Marshall County, Iowa

(Locally known as: 109 S. 1st Avenue and 8 E. Linn Street,
Marshalltown, Iowa 50158)

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record;
- c. any easements of record for public utilities, roads and highways; and
- d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is

ONE HUNDRED SEVENTY TWO THOUSAND
and Dollars (\$ 172,000) of which Seventeen THOUSAND Two hundred
Dollars (\$ 17,200) has been paid and shall be held in trust by Van Metre &
Associates pending closing. Buyers shall pay the balance to Sellers at closing upon
delivery of a Warranty Deed and abstract showing merchantable title in Seller.

2. **INTEREST.** Buyers shall pay interest from the date of closing on the unpaid balance, at the rate of seven (7) percent per annum.
3. **REAL ESTATE TAXES.** This real estate is currently tax exempt. Buyers shall pay all future real estate taxes.
4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of June 06, 2020. All other special assessments shall be paid by Buyers.

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on closing, provided Buyers are not in default under this contract. Closing shall be on or before August 06, 2020.
6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.
7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through June 06, 2020, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full.
8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) **NO EXCEPTIONS**
9. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers prior to closing.
10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.
11. **REMEDIES OF THE PARTIES.**
 - a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real

estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

- b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall

be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

- c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.
 - d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.
 - e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.
12. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
13. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.
14. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
15. **RELEASE OF RIGHTS.** Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.
16. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: JUNE 6, 2020

Dir E. Wagner 6/6/2020
Buyer
Kathleen A. Thompson

17. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** The Seller warrants that there is no private sewage disposal system on this property.

18. **ADDITIONAL PROVISIONS.**

- A. This contract is subject to approval by the City Council of Marshalltown, Iowa. Such approval to be obtained within 30 days.
B. The property is being sold "AS IS" in its present condition.

Dated: JUNE 6, 2020

City of Marshalltown, Seller

Jessica Kinser
by Jessica Kinser, City Administrator

Buyer

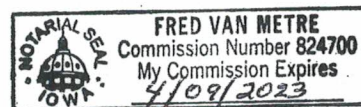
Kathleen A. Thompson
Buyer

INDIVIDUAL NOTARY

STATE OF IOWA, COUNTY OF Marshall

This record was acknowledged before me on JUNE 6, by
David E. Thompson Kathleen A. Thompson

Fred V. Metre
Signature of Notary Public

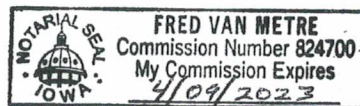


CORPORATE NOTARY

STATE OF IOWA, COUNTY OF IOWA

This record was acknowledged before me on JUNE 8, by
Jessica Kinser, as City Administrator, of
Marshalltown, IOWA

Signature of Notary Public





Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

May 26, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – 1st Street Parking Lot, PLT19001.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the 1st Street Parking Lot project.

Background: The City received sponsored project funds as a bonus to borrowing from the State Revolving Fund for use in a water quality project. In 2017, the Council selected the parking lot at 1st Street and Church to reconstruct a permeable paver parking lot. The estimated project cost is \$975,000. The project is expected to begin in late July or early August 2020 and be complete by November or December 2020.

Budget Impact: This project will be funded with SRF sponsored project funds, Iowa Department of Agriculture and Land Stewardship grant, stormwater funds and GO bonds.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



2020-

RESOLUTION 2020- APPROVING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND COST FOR THE 1ST STREET PARKING LOT RENOVATION
PROJECT, PROJECT NO. PLT19001

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 1ST STREET PARKING LOT RENOVATION Project No. PLT19001, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written public comments to the plans, specifications and form of contract have been called for, as well as oral public comments being called for, and with consideration to the public comments, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No PLT19001, being the 1ST STREET PARKING LOT RENOVATION PROJECT in the city of Marshalltown, Iowa.

Passed this 22nd day of June 2020, and signed ths _____ day of June

2020. CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Notice of Public Hearing

I, Colleen Ward, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" for:

One

consecutive weeks on the days and dates as follows, to-wit
April 18, 2020

Statutory fees for publishing said notice are:
17.36

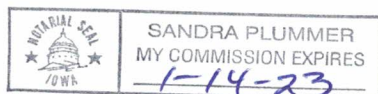
Colleen Ward

Sworn to before me and subscribed in my
presence by the said Colleen Ward, this
Twenty-fourth Day of April, 2020

Sandra Plummer

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No.766297
Commission Expires January 14, 2020

Account No. and Account Name
D02000 City of Marshalltown



Legals NOTICE OF PUBLIC HEARING

A public hearing will be held at 5:30 p.m. local time on Monday, April 27, 2020, in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. PRK18001, the TIMBER CREEK PEDESTRIAN BRIDGE, is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process. Written comments may be emailed to clerk@marshalltown-ia.gov or by mail to City Clerk, 24 N Center Street, Marshalltown, IA 50158.

The Notice to Bidders is available on the Construction Update Network and on the city's website.

This Notice of Public Hearing is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown.

CITY OF MARSHALLTOWN,
IOWA

Shari L. Coughenour,
CMC, City Clerk

-----28873

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA
BY AMENDING CHAPTER 118, PEDDLERS AND SOLICITORS RELATING TO MOBILE
FACILITIES OR VEHICLES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the following section:

118.004 LICENSE APPLICATION.

A written application shall be filed with the City Clerk for a license under this subchapter unless exempted under § [118.003](#) of this chapter. Such application shall set forth the applicant's name; permanent and local address; business address, if any; local and permanent telephone number; physical description of the applicant; and recent photograph. The application also shall set forth the applicant's employer, if any, and the employer's address, telephone number, the nature of the applicant's business, the last three places of such business. An applicant for a license shall also provide a copy of a current Department of Criminal Investigations (DCI) background check. The application shall also set forth the locations of activities and the length of time requested to be covered by the license and be accompanied by current written permission from any property owner upon whose property a transient merchant will be operating, or whose property (including parking) will be affected by the transient merchant's operation. Transient merchants shall also provide recent photographs of all sides of the mobile facility or vehicle which accurately depicts the current condition of the facility or vehicle, and upon request shall make the facility or vehicle available for visual inspection by the Fire Marshal or their designee at a reasonably convenient location.

Section 2. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amending by replacing the following section:

§ 118.010 PERMITTED MOBILE FACILITIES OR VEHICLES.

(A) Mobile vendors shall operate only from facilities or vehicles which are structurally sound, in good repair and appearance, with no visible rust or damage. Adequate waste disposal receptacles shall be conveniently provided for customer use. No waste or garbage shall be allowed to accumulate on the exterior of the facility or vehicle. All grease shall be disposed of lawfully. Electrical connections shall be outdoor rated with functioning ground fault interrupters (GFIs) and no extension cords shall cross any sidewalk or public access.

(B) Electrical connections across any sidewalk or public access shall be made by proper underground wiring method in compliance with the National Electric Code (NEC).

(C) Vendors shall be in compliance with Chapter 91, MARSHALLTOWN FIRE CODE, of the Marshalltown City Code.

Section 3. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ___ day of _____, 2020, and signed this ___ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ___ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ___ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

24 N Center Street
Marshalltown, IA 50158

May 19, 2020

To: Mayor, Members of the City Council and City Administrator

From: Shari L. Coughenour, CMC, City Clerk

Re: Ordinance modification for Transient merchant vehicle inspection

Policy Issue:

Recommendation:

Staff recommends changing two sections in Chapter 118 relating to inspection of transient merchant vehicles, relating to the recent changes in Chapter 91, Marshalltown Fire Code, of the Marshalltown City Code.

The change in Section 118.004 changes the visual inspection from the city clerk to the Fire Marshal, with Section 118.010 adding item C) to require compliance with Chapter 91. The Fire Marshal will determine compliance upon inspection.

Background:

Licenses are issued by the city clerk's office following review of completed application, which now also includes inspection by the Fire Marshal to ensure fire safety.

Budget Impact: none

Attachment: Ordinance

City of Marshalltown
24 N Center Street
Marshalltown, IA 50158

MARSHALLTOWN

— I O W A —

24 N Center Street
Marshalltown, IA 50158

May 22, 2020

To: Mayor, Members of the City Council and City Administrator

From: Shari L. Coughenour, CMC, City Clerk

Re: Ordinance modification, Chapter 72, PARKING RULES

Policy Issue:

Recommendation:

Staff recommend changing Section 72.999, PENALTY, for Parking Rules, to increase the base ticket fee by \$5.00.

PROPOSED PENALTY

<u>Ticket Type</u>	<u>Initial Penalty</u>	<u>Total Due after 30 days</u>
Alternate Parking	\$20.00	\$25.00
Front Yard	\$30.00	\$35.00
Fire Lane	\$30.00	\$35.00

CURRENT PENALTY:

<u>Initial Penalty</u>	<u>Total Due after 30 days</u>
Alternate Parking	\$25.00
Front Yard	\$35.00
Fire Lane	\$35.00

Background:

During our FY21 budget discussion in March, Council agreed to raise parking tickets. Tickets are generally issued by the code enforcement officer, but other police officers write them also

Budget Impact: Raising parking tickets by \$5 each was budgeted to generate an additional \$17,500 for the General Fund.

Attachment: Ordinance

City of Marshalltown
24 N Center Street
Marshalltown, IA 50158

**ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA
BY AMENDING CHAPTER 72, PARKING RULES, RELATING TO PARKING PENALTY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the following section:

72.999 PENALTY.

(A) (1) The penalty for violating any permit parking, overtime parking, no parking any time and restricted parking provisions shall be a fine of \$20 if paid within 30 days of the violation and, if not so paid within 30 days of the violation, the fine shall be \$25. The penalty for violating fire lane parking shall be a fine of \$30 if paid within 30 days; and, if not so paid within 30 days, the fine shall be \$35. Fines shall not be paid in pennies.

(2) Payment of the fines referred to in division (A)(1) above may be made by depositing the money in the envelope provided in the courtesy box, by paying same at the City Clerk's office, City Hall, or by mailing the fee in the envelope provided by depositing it in any proper U.S. mail box with sufficient U.S. postage affixed thereon.

(3) Each subsequent hour that the vehicle shall remain improperly parked after each summons is issued shall constitute a new and separate violation and shall incur the same penalty.

(4) If such penalty provided for in divisions (A)(1) and (A)(2) above is not paid as provided or if sufficient U.S. postage is not affixed when the citation is mailed such penalty shall be \$5.

(5) If any penalty set forth in this section is not so paid as provided in this section within ten days after such violation, the person, firm or corporation liable shall be chargeable upon an information filed in the appropriate court and shall be subject to such penalty under costs as the court shall determine.

(B) The fine for each violation in § [72.003](#) of this chapter shall be \$50, plus surcharges.

(C) Anyone violating the provisions of § [72.018](#) of this chapter shall be fined \$20, if paid within 30 days of the date of the violation. If not paid within 30 days the fine shall be \$25. Violations shall be charged and collected in the same manner as other parking violations, by notice of a fine payable to the City Clerk.

(D) (1) *Number of parked vehicles, composition, location and size of driveways and driveway extensions.* Any person, corporation or legal entity who is the owner, whether the legal or equitable title holder, of a residential lot who violates any of the regulations for the number of parked vehicles, composition, location and size of driveways and driveway extensions contained in §§ [72.038](#)(A), (B) and (C) and [72.039](#)(A)(1), (A)(2), (A)(3) and (A)(4) of this chapter may be charged either with a simple misdemeanor, which, upon conviction, is punishable pursuant to § [10.999](#)(A) of this code of ordinances or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto. Each day that a violation occurs or is permitted to exist constitutes a separate offense, whether charged as a simple misdemeanor or municipal infraction.

(2) *Front, side and rear yard parking regulations.* Any person, corporation or legal entity who violates any of the regulations for parking or storing a motor vehicle or vehicle in the front, side or rear

yard of a residential lot contained in §§ [72.040](#)(A) and (B) and 72.041 of this chapter is subject to the following procedures.

(a) Any such violator may be issued a notice of violation and fine due and payable to the City Clerk. The fine for any such violation shall be \$30 if paid within 30 days of the date upon which the violation occurred, and \$35 if not paid within 30 days of the date upon which the violation occurred, due and payable to the City Clerk. Each day that a violation occurs or is permitted to exist constitutes a separate violation. Payment of any such fine may be made by depositing the money in the envelope provided in any courtesy box, by payment at the City Clerk's office in City Hall, or by mailing the money in the envelope provided by depositing it in the U.S. mail with sufficient U.S. postage affixed thereon. The City Clerk is not required to accept any coin in payment of any such fine.

(b) Any such violator may be charged either with a simple misdemeanor, which, upon conviction, is punishable pursuant to § [10.999](#)(A) of this chapter, or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto, if any such violator either denies any violation contained in any notice of violation issued pursuant to division (E)(2)(a) above or fails to pay the fine provided in division (E)(2)(a) above and indicated in any notice of violation issued pursuant thereto within 30 days of the date upon which the violation occurred. Each day that a violation occurs or is permitted to exist constitutes a separate offense, whether charged under this division (E)(2)(b) as a simple misdemeanor or municipal infraction.

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ___ day of _____, 2020, and signed this ___ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ___ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ___ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk

**ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA BY ADDING CHAPTER 134, NOISE CONTROL AND
AMENDING OR REPEALING CONFLICTING SECTIONS**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by adding a new chapter, Chapter 134, NOISE CONTROL, as follows:

Chapter 134

NOISE CONTROL

134.001: PURPOSE, SCOPE AND DECIBEL MEASUREMENT:

- A. It is the purpose of this chapter to prevent excessive sound which is a serious hazard to the public health and welfare and to the quality of life in the City of Marshalltown.
- B. This chapter shall apply to the control of all noise originating within the limits of the City of Marshalltown.
- C. The measurement of sound or noise shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute. The instruments shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. The microphone during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used when required. The measurement shall be an A-weighted, slow response sound level.

134.002: DEFINITIONS:

All terminology used in this chapter and not defined in this section shall be in conformance with application publications of the American National Standards Institute (ANSI) or its successor body.

A-WEIGHTED SOUND LEVEL: The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level is designated dB(a) or dBA.

CALIBRATION CHECK: Operators of a sound level meter may certify the accuracy of meter by either witnessing the integrity seal on the meter is intact and that the device has a current certificate of calibration from an outside sound meter testing lab; or, using a sound calibrator with the meter before enforcement sampling to verify the device is functioning properly. The sound calibrator emits a test sound at specific dB level(s) to compare sound level meter readings.

DECIBEL (dB): A logarithmic and dimensionless unit of measure often used in describing the amplitude of sound.

EMERGENCY WORK: Work made necessary to restore property to a safe condition following a public calamity, work to restore public utilities or infrastructure, or work required to protect persons or property from an imminent danger.

NOISE: A sound, especially one that is loud or unpleasant or that causes disturbance.

NOISE CONTROL OFFICE: The same as the Marshalltown Police Department and shall have the responsibility of enforcing this chapter.

NOISE DISTURBANCE: Any sound which endangers the welfare, safety or health of a human being, or disturbs a reasonable person of normal sensitivities, or devalues or injures personal or real property by exceeding authorized limits.

PERSON: Any individual, association, partnership, corporation or officer thereof.

REASONABLE OPERATION: Use of construction, power tools, lawn and garden equipment with a legitimate, timely purpose that minimizes disruption to nearby persons; not used to cause annoyance or excessive disruption.

SOUND: A temporal and spatial oscillation in pressure, or other physical quantity, in a medium with internal forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.

SOUND LEVEL METER: An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output or display meter, and weighting networks used to measure sound pressure levels in decibels when properly calibrated or currently certified to be working correctly and the instrument is of type 2 or better, which complies with American National Standards Institute Standard 1.4-1971 or its successor.

SOUND PRESSURE: The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by sound energy.

SOUND PRESSURE LEVEL: Twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micronewtons per square meter ($120 \times 10^{-6} \text{N/m}^2$). The sound pressure level is denoted L_p or SPL and is expressed in decibels.

134.003: EXCEPTIONS TO CHAPTER:

The provisions of this chapter shall not apply to:

- A. The emission of sound for the purpose of alerting persons to the existence of an emergency vehicle warning devices. Private audible alarms may be tested once per day for a maximum duration of thirty (30) seconds between the hours of ten o'clock (10:00) A.M. and four o'clock (4:00) P.M. False or overly sensitive audible alarms that cause a noise disturbance are not exempt under provisions of this chapter.
- B. The emission of sound in the performance of emergency work.
- C. Activities of temporary duration, permitted by law, and for which a valid noise permit has been issued by the Noise Control Office.
- D. Reasonable operation of construction equipment, domestic power tools, lawn and garden equipment between seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.
- E. Nonprofessional athletic contests on school property, school band practice, and school band performances between seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.
- F. Funeral or memorial events of limited duration to include, but not limited to: the playing of trumpets or bagpipes, discharge of blanks during a gun volley salute, etc.
- G. Rail and air transportation and public mass transportation vehicles.
- H. The emission of sound in connection with authorized activities conducted on the County Fairgrounds during the annual Central Iowa Fair.
- I. The emission of sound in the performance of authorized law enforcement or military operations.
- J. The emission of sound in the discharge of weapons or in fireworks displays approved by the City Council or County Board of Supervisors; or when lawfully allowed by City ordinance.
- K. The emission of sound in the reasonable operation of snow removal equipment and street cleaning equipment regardless of time of day.
- L. Organized racing events on the County Fairgrounds property in such a manner that the sound level resulting from such operation exceeds ninety (90) dBA for any period of time during such operation. Sound levels which exceed the limits herein described at the real property boundary of the receiving land use shall be deemed a noise disturbance. Said organized racing events must end by ten thirty o'clock (10:30) P.M. and not start before ten o'clock (10:00) A.M.

134.004: NOISE DISTURBANCE PROHIBITED:

No person shall make, continue, or cause to be made or continued, except as permitted, any noise disturbance as defined in this chapter, or any noise in excess of the limits for such noise established in this chapter.

134.005: MAXIMUM PERMISSIBLE SOUND LEVELS BY ZONED LAND USE:

- A. No person shall engage or participate in the making and creating of an excessive or unusually loud sound within the City heard and measured in the manner prescribed in subsection 134.001 (C) of this chapter, and below, except when done under and in compliance with a permit issued pursuant to this chapter.
- B. It shall be the duty of persons in a position of ownership, possession or control of premises to prevent such premises from the site of activities producing sound levels in excess of what is permitted under this chapter. Failure or refusal to perform such duty shall constitute a violation of this section.
- C. It shall be the duty of persons in positions of leadership or responsibility with respect to unincorporated associations, groups, gatherings and assemblages of people to prevent such from causing or making sound levels in excess of what is permitted under this chapter. Failure or refusal to perform such duty shall constitute a violation of this section.
- D. For the purpose of determining and classifying any sound as excessive or unusually loud, the following test measurement and requirements are to be applied:
 - 1. The sound shall be measured at the edge of the City street or alley right-of-way reasonably appearing to be nearest to the source of the sound, or if in a park zoned area, approximately fifty feet (50') from the source of the sound. When a complaint is received, a measurement may also be taken at a location on the property where the complaining party was disturbed.
 - 2. The sound shall be measured on a sound level meter of standard design and quality operated in the "A" slow response weighing scale.

3. A sound measured or registered in excess of the maximum permitted levels according to the following table, is declared to be excessive and unusually loud and is unlawful:

Neighborhood Zoned Characteristics		Maximum Permitted
Residential:		
	Between 7:00 A.M. to 10:00 P.M.	60
	Between 10:00 P.M. to 7:00 A.M.	50
Commercial or agricultural		65
Industrial		80
Park		65

134.006: NOISE PERMITS:

A. Application: Applications for a permit for relief from the provisions of this chapter may be made to the Noise Control Office, or a duly authorized representative, pursuant to the following procedure:

1. All permits must be applied for in writing during normal business hours stating what devices are to be employed, where they are to be employed, on what date(s) and at what times of day they are to be used, the nature of the sounds to be produced or amplified and the number of people in attendance, and the persons responsible for the activity. Sufficient lead time must be given to the Noise Control Office to research permit application and consult with neighboring property owners who may be impacted if a noise permit is issued.
2. Permits granted shall state with reasonable specificity the date(s), location(s), time(s), nature of the sound, devices permitted, number of people in attendance, and the persons responsible for the activity. Permits are not transferable. The permit shall be conspicuously displayed on or near main sound producing object or main entrance.
3. Permits shall not be arbitrarily or unreasonably withheld nor shall the free expression of ideas or lawful speech be restrained, but sound and noise producing conduct having no communicative value and serving only to unreasonably disturb and disrupt the enjoyment of residences and normal pursuits shall be restrained.
4. The Noise Control Office may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood.
5. Approved noise permits may be revoked at any time by Noise Control Office if permittee or guests fail to comply with permit requirements. Permit fees are nonrefundable in this case.
6. Denied permits may be appealed to the City Administrator or designee within fourteen (14) calendar days of a permit denial.

B. Permit Application Fees:

1. Permit application fee for twenty-four (24) hours or less is twenty five dollars (\$25.00) each.
2. Permit application fee for one (1) day through seven (7) days is forty dollars (\$40.00) each date.
3. The Noise Control Office has discretion to waive or reduce a permit fee for a registered charitable or nonprofit organization.

C. Maximum Sound Levels: When a permit has been issued pursuant to this chapter, the sound levels listed in the following table shall be the maximum levels permitted:

Sound Level Limit In dBA	Duration
80	24 hours
83	12 hours
86	6 hours
89	3 hours
90	1.5 hours

The above stated duration for each sound level shall not be exceeded. The sound level shall be measured in the same manner as set out in section 134.005 of this chapter.

134.007: MOTORIZED VEHICLES:

A. No person shall operate the engine providing motive power, or an auxiliary engine, of a motor vehicle with a manufacturer’s gross vehicle weight rating of ten thousand (10,000) pounds or more for a consecutive period longer than twenty (20) minutes while such vehicle is standing and located within one hundred fifty feet (150’) of property zoned and used for residential purposes except where such vehicle is standing within a completely enclosed structure. This section shall not apply to delivery or pickup vehicles that require the operation of the engine to unload or load their vending loads.

B. It shall be unlawful for any person to operate or for the owner to cause or permit to be operated within the public right-of-way in this City, any motor vehicle which emits a noise in excess of the dBA level established in this section.

1. The maximum allowable noise levels for motor vehicles shall be seventy five (75) dBA measured at a distance of twenty five feet (25').

2. This section applies to the total noise from a motor vehicle and shall not be construed as limiting or precluding the enforcement of any other provisions of this chapter.

3. No person shall modify the exhaust system of a motor vehicle or any other noise abatement device of a motor vehicle or operate any such vehicle or device in this City in a manner that the noise emitted by the motor vehicle is above the emitted by the vehicles as originally manufactured. Muffler cutouts, bypasses, or other devices which increase sound emitted shall be unlawful.

4. The sound shall be measured on a sound level meter of standard design and quality operated on the "A" slow response weighting scale.

134.008: POWERS AND DUTIES OF NOISE CONTROL OFFICE; ENFORCEMENT:

The Noise Control Program established by this chapter shall be implemented, administered, and enforced by the Noise Control Office.

134.009: UNLAWFUL USE OF ENGINE AND COMPRESSION BRAKES:

The use of any engine brake, compression brake, dynamic braking device, or mechanical exhaust device to brake or slow any motor vehicle that results in excessive, loud, unusual or explosive noise from such vehicle, except for the aversion of imminent danger, is prohibited. Emergency vehicles are exempt from the application of this section.

134.010: PENALTY

Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to section 10.999 of this code of ordinances.

Section 2. Repeal in its entirety, 71.014, relating to truck brake noise, see new section 134.009.

Section 3. Repeal in its entirety, 130.012, relating to loud noise from vehicles, repealing existing language and replacing as follows:

130.012 LOUD NOISES; NOISES FROM SIRENS AND TIRES.

(A) No person shall operate any motor vehicle stereo (stereo, tape player, compact disc player, radio or any other sound amplification device) in a public place or on any public right-of-way that can be heard a distance of 50 feet or more from the motor vehicle stereo. The provisions of this division (A) may be enforced following personal observation or hearing, or both, of any police officer or upon receipt of a complaint made or filed with the Police Department by any person observing and hearing a violation. The City Administrator may grant a temporary variance to this division (A) to facilitate special events. The City Administrator is specifically authorized to revoke the grant variance if the applicant shall fail to meet any of the limitations placed upon the grant of the variance or other circumstances occurring subsequent to the grant of the variance requiring such revocation, or both.

Section 4. Revise Section 130.009, relating to disorderly conduct, repealing existing language and replacing as follows:

130.009: DISORDERLY CONDUCT.

A person commits a violation of this section when the person does any of the following:

(A) Engages in fighting or violent behavior in any public place or in or near any lawful assembly of persons; provided that, participants in athletic contests may engage in such conduct that is reasonably related to that sport;

(B) Directs abusive epithets or makes any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another;

(C) Without lawful authority or color of authority, the person disturbs any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly;

(D) By words or action initiates or circulates a report or warning of fire, epidemic or other catastrophe, knowing such report to be false or such warning to be baseless; and/or

(E) Without authority or justification, obstructs any street, sidewalk, highway or other public way, with the intent to prevent or hinder its lawful use by others.

Section 5. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this __ day of _____, 2020, and signed this __ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the __ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the __ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk

ORDINANCE SUMMARY

Marshalltown Ordinance #_____ makes changes to Chapter 71, Chapter 130 and adds a new Chapter 134, of the City Code relating to noise

This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Shari L. Coughenour, City Clerk



POLICE DEPARTMENT

Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South Second Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Mayor Joel Greer
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 16 June 2020

RE: Chapter 134 - Noise Ordinance

Policy Issue:

City policy requires city council review and approval of all city ordinances. Noise complaints are a common issue addressed by the Marshalltown Police Department. Currently, the City of Marshalltown does not have a city ordinance to regulate loud noise. The State of Iowa no longer has a state law that regulates loud noise.

Recommendation:

Staff recommends city council approve the first reading of the proposed city code Chapter 134 – Noise Control. If approved, the second reading of this ordinance will occur on July 13, 2020. If the second reading is approved, staff recommends city council waive the third reading of this ordinance so it can be implemented immediately following publication.

Background:

On September 26, 2019, U.S. District Court Judge Rebecca Ebinger (S.D. Iowa) declared that Iowa Code section 723.4(2) is unconstitutional. This code section read as follows:

"Makes loud and raucous noise in the vicinity of any residence or public building which causes unreasonable distress to the occupants thereof."

This particular state law often times was used to regulate loud noise complaints. The state law language was commonly adopted into city ordinances as a tool to regulate loud noise. The City of Marshalltown is one of many cities in Iowa that relied on this language to regulate noise. Once this section of Iowa law was declared unconstitutional, our city ordinance was no longer enforceable. It was our expectation the Iowa Legislature would address this issue during the 2020 legislative session. They did not. Consequently, the City of Marshalltown does not have an ordinance that can be used to enforce loud noise. This proposed ordinance is being presented as a fix for this problem.

Budget Impact:

Approximately \$1000.00 to purchase necessary equipment to assist with the enforcement of this new ordinance.

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY
AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS, SCHEDULE
V YIELD INTERSECTIONS AND SCHEDULE IV TRAFFIC SIGNALS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in
CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS, Section (A):

Direction	Street/Intersection		
		W	S CENTER ST BY WALMART
		N	W MAIN ST & N 29TH ST
S	WOODLAND ST IN RIVERVIEW PARK	S	W MAIN ST & N 25TH ST
	3RD AVE & EAST RAMP & WEST RAMP	N	WASHINGTON ST & S 1ST ST
E,W			WASHINGTON ST AT AQUATIC CENTER
N	PLAZA DR & E SOUTHRIDGE RD	N	
S	BURNS RD & S 18TH AVE	W	3RD AVE & E BOONE ST
E	CENTRAL IOWA DR		AIRPORT RD & N 3RD ST & N CENTER ST
	COLLEGE DR & MARSHALLTOWN COMM COLL NORTH ENTRANCE	N	ANN RUTLEDGE RD & LINCOLN WAY
W	COLLEGE DR & MARSHALLTOWN COMM COLL SOUTH ENTRNACE	S	
		E	ANSON CIR & S 2ND AVE
W	E ANSON ST & GOVERNOR RD	E,W	ARLINGTON DR & S 6TH ST
E,W	E LINN ST ALLEY B/T 3RD/4TH AVE		ARNOLD DR & HIGHLAND ACRES RD
S		W	
E	E MADISON ST & 12TH AVE	N	AUSTIN PL & MERRITT RD
S	E MADISON ST & WEST RAMP	E	BAILEY DR & EDGEBROOK DR
	E MAIN ST AT PW FACILITY	S	BAILEY DR & THUNDERBIRD DR
N	WEST ENTRANCE	S	BEL AIRE DR & LINCOLN WAY
	E NEVADA ST/PW FACILITY	E	BENJAMIN DR & GOVERNOR RD
S	DRIVE	W	BENJAMIN DR & JOAN TERR
S	E NEVADA ST & EAST RAMP	S	BENJAMIN DR & KEYSTER RD
	REX RYDEN RD & GOVERNOR RD		BITTERSWEET RD & WESTWOOD DR
E		N	
	BURNS RD & GOVERNOR RD AT CITY LIMITS	N	BLOSSOM LN & THOMAS DR
W			BLOSSOM LN & THUNDERBIRD DR
W	GLENDA DR	S	
	GOVERNOR RD & INDUSTRIAL BLVD	E	BOHEN ST & S 3RD AVE
E		W	BOHEN ST & S CENTER ST
N,S	GOVERNOR RD & IOWA AVE E		BRENTWOOD PL & LINCOLN TOWER CIR & LINCOLN WAY
	GOVERNOR RD & IOWA AVE E RIGHT TURN LANE	N,S	BRENTWOOD RD & LINCOLN TOWER DR & LINCOLN WAY
S			BROADMORE DR & E SOUTH ST
E,W	GOVERNOR RD & JACKSON ST	S	BROOKSIDE RD & W OLIVE ST
E	GOVERNOR RD & MAY ST	N	
E	GOVERNOR RD & TURNER ST	W	BRYNGELSON DR & S 4TH ST
	HIGHLAND ACRES- FRONTAGE ROAD NORTH	W	BYRON ST & N 1ST AVE
E	HIGHLAND ACRES- FRONTAGE ROAD SOUTH	E	BYRON ST & N 2ND AVE
	IOWA AVE E- FRONTAGE RD/GOVERNOR RD	W	CAMPBELL DR & WESTWOOD DR
E		S	CARSON DR & COOPER LN
N	LINCOLN WAY & BELAIRE DR	W	CARSON DR & S 6TH ST
S			CATALINA PL & SANTA BARBARA DR
E,W	MARKET ST & WEST RAMP	N	
	E MERLE HIBBS BLVD & KNOLLWAY DR	E	CHERRY ST & S 2ND AVE
S		S	CLINTON ST & W OLIVE ST
	N 3RD ST ALLEY NORTH OF PARK ST		COLUMBUS DR & CRESTVIEW DR
		N	
S	S 7TH ST & W MADISON ST	S	COLUMBUS DR & HUISMAN CIR
	S 6TH ST AT SOFTBALL COMPLEX	N,S	COLUMBUS DR & S 1ST ST
E		E,W	COLUMBUS DR & S 2ND ST
	S 11TH ST AT MILLER MIDDLE SCHOOL	W	COLUMBUS DR & S 4TH ST
E		E	COLUMBUS DR & S CENTER ST
	S 2ND ST ALLEY B/T MAIN & CHURCH		COUNTRY CLUB LN & W OLIVE ST
E		N	
S	S 3RD ST & S 6TH ST	E	CRAIG CR & EDGEBROOK DR

E	CRESTVIEW DR & S CENTER ST	E	E LEE ST & N 12TH AVE
N,S	CRESTVIEW DR & W OLIVE ST	W	E LEE ST & N 3RD AVE
W	DEBRA DR & S 6TH ST	E	E LEE ST & N 4TH AVE
S	DEBRA DR & WESTWOOD DR	E,W	E LEE ST & N 7TH AVE
S	DENMEAD BLVD & W MAIN ST	E	E LEE ST & N 8TH AVE
N	DENMEAD BLVD & W STATE ST	N,S	E LINCOLN ST & N 1ST AVE
	DUBOIS CIR & E SOUTHRIDGE	N,S	E LINCOLN ST & N 2ND AVE
S	RD	E	E LINCOLN ST & N 3RD AVE
N	E ANSON ST & FINKLE AVE		E LINCOLN ST & N CENTER ST &
N	E ANSON ST & S 10TH AVE		W LINCOLN ST
N	E ANSON ST & S 11TH AVE	E	E LINN ST & S 18TH AVE
N	E ANSON ST & S 14TH AVE	N,S	E LINN ST & S 1ST AVE
S	E ANSON ST & S 15TH AVE	N,S	E LINN ST & S 2ND AVE
E,W	E ANSON ST & S 18TH AVE	N,E	E LINN ST & S 4TH AVE
N	E ANSON ST & S 2ND AVE	N,S	E LINN ST & S 5TH AVE
N	E ANSON ST & S 4TH AVE	N,S	E LINN ST & S 6TH AVE
N,S	E ANSON ST & S 5TH AVE	N,S	E LINN ST & S 7TH AVE
S	E ANSON ST & S 6TH AVE	E,W	E LINN ST & S 8TH AVE
N,S	E ANSON ST & S 7TH AVE	S	E MADISON ST & S 1ST AVE
N,S	E ANSON ST & S 8TH AVE	S	E MADISON ST & S 2ND AVE
N,S	E ANSON ST & S 9TH AVE		E MADISON ST & S CENTER ST &
N	E ANSON ST & STEGMAN	S	W MADISON ST
W	E BOONE ST & S 12TH AVE	S	E MAIN ST & N 10TH AVE
N,S	E BOONE ST & S 14TH AVE	S	E MAIN ST & N 11TH AVE
N,S	E BOONE ST & S 15TH AVE	S	E MAIN ST & N 12TH AVE
N,S	E BOONE ST & S 16TH AVE		E MAIN ST & N 18TH AVE & S
E	E BOONE ST & S 17TH AVE	N,S,E,W	18TH AVE
E,W	E BOONE ST & S 4TH AVE		E MAIN ST & N 2ND AVE & S 2ND
N,S	E BOONE ST & S 7TH AVE	N,S,E,W	AVE
E,W	E BROMLEY ST & N 10TH AVE		E MAIN ST & N 5TH AVE & S 5TH
E,W	E BROMLEY ST & N 11TH AVE	N,S	AVE
E	E BROMLEY ST & N 12TH AVE		E MAIN ST & N 8TH AVE & S 8TH
W	E BROMLEY ST & N 3RD AVE	N,S	AVE
E,W	E BROMLEY ST & N 4TH AVE	S	E MAIN ST & N 9TH AVE
N,S	E BROMLEY ST & N 5TH AVE		E MAIN ST & S 12TH
E,W	E BROMLEY ST & N 7TH AVE	N,E,W	AVE/LENNOX DR
E,W	E BROMLEY ST & N 8TH AVE	N	E MAIN ST & S 6TH AVE
E,W	E BROMLEY ST & N 9TH AVE	N	E MARION ST & N 10TH AVE
N,S	E CHURCH ST & S 2ND AVE	N	E MARION ST & N 12TH AVE
N	E CHURCH ST & S 4TH AVE	N	E MARION ST & N 13TH AVE
N,S	E CHURCH ST & S 5TH AVE	N	E MARION ST & N 14TH AVE
N,S	E CHURCH ST & S 6TH AVE	N	E MARION ST & N 15TH AVE
E	E CHURCH ST & S 7TH AVE	N,E,W	E MARION ST & N 18TH AVE
N,E,W	E FERNER ST & GLENWOOD TER	E,W	E MARION ST & N 3RD AVE
N,S	E FERNER ST & S 1ST AVE	N,S	E MARION ST & N 4TH AVE
E,W	E FERNER ST & S 2ND AVE	S	E MARION ST & N 5TH AVE
E,W	E FERNER ST & S 3RD AVE	N	E MARION ST & N 6TH AVE
W	E FERNER ST & S CENTER ST	N	E MARION ST & N 7TH AVE
W	E HIGH ST & FINKLE AVE	N	E MARION ST & N 8TH AVE
E,W	E HIGH ST & S 1ST AVE	N	E MARION ST & SHARON AVE
E	E HIGH ST & S 3RD AVE		E MERLE HIBBS BLVD &
E,W	E HIGH ST & S 7TH AVE	W	GOVERNOR RD
E,W	E HIGH ST & S 8TH AVE		E MERLE HIBBS BLVD & S 18TH
E,W	E HIGH ST & S CENTER ST & W	E,W	AVE & S 18TH ST
	HIGH ST	S	E NEVADA ST & MARSHALL DR
E,W	E INGLEDUE ST & S 2ND AVE	S	E NEVADA ST & S 12TH AVE PL
E	E INGLEDUE ST & S 3RD AVE	S	E NEVADA ST & S 14TH AVE
	E INGLEDUE ST & S CENTER ST &	N	E NEVADA ST & S 15TH AVE
E,W	W INGLEDUE ST	S	E NEVADA ST & S 16TH AVE
		E,W	E NEVADA ST & S 18TH AVE
		E,W	E NEVADA ST & S 1ST AVE

S	E NEVADA ST & S 4TH AVE	E,W	E WOODBURY ST & N 4TH AVE
S	E NEVADA ST & S 7TH AVE	E,W	E WOODBURY ST & N 7TH AVE
S	E NEVADA ST & S 8TH AVE	E,W	E WOODBURY ST & N 8TH AVE
N,S,E	E NEVADA ST & S CENTER ST & W NEVADA ST	N,S	E WOODBURY ST & SHARON AVE
E,W	E NORTH ST & N 1ST AVE	E	EASTVIEW RD & EDGEBROOK DR
E,W	E NORTH ST & N CENTER ST & W NORTH ST	E	EDGEBROOK DR & FRIENDLY DR
N	E OLIVE ST & EDGEBROOK DR		EDGEBROOK DR & NEWCASTLE RD
N	E OLIVE ST & OLSON WAY	E	
N	E OLIVE ST & RAINBOW DR	E	EDGEBROOK DR & S 5TH AVE
S	E OLIVE ST & S 10TH AVE	E	EDGEBROOK DR & THOMAS DR
S	E OLIVE ST & S 17TH AVE		EDGEBROOK DR & THUNDERBIRD DR
N,S	E OLIVE ST & S 7TH AVE	E	EDGEBROOK DR & WALTERS CIR
S	E SOUTH ST & FINKLE AVE	N,S	EDGELAND DR & S 3RD ST
S	E SOUTH ST & S 10TH AVE	N,S	EDGELAND DR & S 5TH ST
S	E SOUTH ST & S 11TH AVE	W	EDGELAND DR & S 6TH ST
N,S	E SOUTH ST & S 1ST AVE	E,W	EDGELAND DR & S CENTER ST
N,S	E SOUTH ST & S 2ND AVE	W	EDGEWOOD ST & N 3RD AVE
N,S,E,W	E SOUTH ST & S 3RD AVE	E,W	EDGEWOOD ST & N 4TH AVE
N,S	E SOUTH ST & S 5TH AVE	E	ELDER DR & S 18TH AVE
N,S	E SOUTH ST & S 7TH AVE	N,S,W	ELMWOOD DR & HILLCREST RD
S	E SOUTH ST & S 8TH AVE		ELMWOOD DR & S 6TH ST & SUNSET LN
N,S	E SOUTH ST & S 9TH AVE	E,W	ELMWOOD DR & TIMBERLINE RD
S	E SOUTHRIDGE RD & GOVERNOR RD	N,E,W	
E		N	ELMWOOD DR & W OLIVE ST
S	E SOUTHRIDGE RD & S 5TH AVE	N	FREIBERG CT & WESTWOOD DR
	E SOUTHRIDGE RD & SUGAR CREEK LN	E,W	FREMONT ST & N 11TH ST
S		E,W	FREMONT ST & N 12TH ST
N,S	E STATE ST & N 10TH AVE	W	FREMONT ST & N 13TH ST
N,S	E STATE ST & N 11TH AVE	E,W	FREMONT ST & N 16TH ST
E,W	E STATE ST & N 12TH AVE	E	FREMONT ST & N 3RD ST
N,S	E STATE ST & N 1ST AVE	E,W	FREMONT ST & N 4TH ST
N,S	E STATE ST & N 2ND AVE	E,W	FREMONT ST & N 5TH ST
N,S	E STATE ST & N 4TH AVE	E,W	FREMONT ST & N 6TH ST
N,S	E STATE ST & N 5TH AVE	E,W	FREMONT ST & N 7TH ST
N,S	E STATE ST & N 8TH AVE	W	FREMONT ST & N 8TH ST
N,S	E STATE ST & N 9TH AVE	E	FREMONT ST & N 9TH ST
E	E SWAYZE ST & N 12TH AVE	W	FRIENDLY DR & S 3RD AVE
W	E SWAYZE ST & N 3RD AVE		FRONTAGE RD & MERLE HIBBS BLVD
E,W	E SWAYZE ST & N 4TH AVE	N,S	
E,W	E SWAYZE ST & N 7TH AVE	N,S	FRONTAGE RD & NICHOLAS DR
E,W	E SWAYZE ST & N 8TH AVE	S	FRONTAGE RD & W BERLE RD
W	E UNION ST & N 4TH AVE		FRONTAGE RD & W SOUTHRIDGE RD
E,W	E UNION ST & N 7TH AVE	N,S	FRONTAGE RD & WESTWOOD DR
E,W	E UNION ST & N 8TH AVE	N	GETHMANN LN & WESTWOOD DR
E,W	E WEBSTER ST & N 1ST AVE	S	
E,W	E WEBSTER ST & N 2ND AVE	W	GLENDA DR & S 2ND AVE
E	E WEBSTER ST & N 3RD AVE	N,S	GREENFIELD DR & S 14TH ST
	E WEBSTER ST & N CENTER ST & W WEBSTER ST	E	HARMONY DR & S 3RD AVE
E,W		W	HENRY DR & S 7TH AVE
W	E WOODBURY ST & N 10TH AVE	S	HENRY DR & S 9TH AVE
E,W	E WOODBURY ST & N 11TH AVE		HIGHLAND ACRES RD & LINCOLN WAY
E,W	E WOODBURY ST & N 12TH AVE	N,S	HIGHLAND ACRES RD & MAIN ST
N,S	E WOODBURY ST & N 13TH AVE	N	RD
N,S	E WOODBURY ST & N 14TH AVE		HIGHLAND ACRES RD & NELSON RD
N,S	E WOODBURY ST & N 15TH AVE	W	
E,W	E WOODBURY ST & N 3RD AVE	N	HILLCREST RD & W OLIVE ST

E,W	HUGHES ST & N 4TH ST	N,S	N 10TH ST & W STATE ST
E	INNES BLVD & N 3RD ST	N	N 11TH ST & SUMMIT ST
	IOWA AVE E & S 18TH AVE & S	S	N 11TH ST & W MAIN ST
S,E,W	18TH ST	N,S	N 11TH ST & W STATE ST
S	IOWA AVE W (OLD US 30) & MAYTAG RD	N	N 12TH ST & SUMMIT ST
	IOWA AVE W (OLD US 30) &	S	N 12TH ST & W MAIN ST
N	PARKER AVE	N,S	N 12TH ST & W STATE ST
	IOWA AVE W (OLD US 30) & S	E,W	N 13TH ST & SUMMIT ST
S	12TH ST	W	N 13TH ST & W STATE ST
	IOWA AVE W (OLD US 30) & S	N	N 14TH ST & SUMMIT ST
N,S	2ND ST	S	N 14TH ST & W MAIN ST
	IOWA AVE W (OLD US 30) & S	S	N 15TH ST & SUMMIT ST
S	8TH ST		N 15TH ST & SUMMIT ST & TAFT ST
	IOWA AVE W (OLD US 30) &	N,S	
S	VILLAGE CR	S	N 16TH ST & SUMMIT ST
	IOWA AVE W (OLD US30) & S	E,W	N 16TH ST & W STATE ST
S	14TH ST	S	N 17TH ST & SUMMIT ST
	IOWA VETERANS HOME &	S	N 17TH ST & W MAIN ST
E	JEROME ST & N 9TH ST	N	N 18TH ST & SUMMIT ST
N,S	JACKSON ST & S 8TH AVE	N	N 19TH ST & SUMMIT ST
E,W	JACKSON ST & S 9TH AVE	S	N 19TH ST & W MAIN ST
E	JEROME ST & N 3RD ST	E,W	N 19TH ST & W STATE ST
N,S	JEROME ST & N 4TH ST	N	N 1ST AVE & RIVERSIDE ST
N	JOAN TERR & LELAND CT	E	N 1ST AVE & E GRANT ST
N	KNOLLWOOD DR & W OLIVE ST	N,S	N 1ST ST & N CENTER ST
E	KOEPER DR & S 3RD AVE	E,W	N 1ST ST & W GRANT ST
	LARK FIELD CT & ROLLING	N,S	N 1ST ST & W LINCOLN ST
S	MEADOWS RD	E,W	N 1ST ST & W NORTH ST
E	LARK FIELD CT & S 12TH ST	N,S	N 1ST ST & W STATE ST
E	LEO ST & N 3RD AVE	E,W	N 1ST ST & W WEBSTER ST
	LINCOLN TOWER CIR &	S	N 21ST ST & W STATE ST
N	LINCOLN WAY	S	N 25TH ST & W MAIN ST
N	LINCOLN WAY & MERRITT RD	N	N 27TH ST & SUMMIT ST
S	LINCOLN WAY & ORCHARD DR	N,S	N 2ND AVE & RIVERSIDE ST
N,S	LINCOLN WAY & S 12TH ST	N	N 2ND ST & N CENTER ST
S	LINCOLN WAY & S 14TH ST	E,W	N 2ND ST & W GRANT ST
W	LINCOLN WAY & S 6TH ST	N,S	N 2ND ST & W LINCOLN ST
N	LINCOLN WAY & S 7TH ST	N,S	N 2ND ST & W STATE ST
N,S	LINCOLN WAY & S 9TH ST	W	N 2ND ST & W WEBSTER ST
W	LINWOOD ST & N 3RD AVE	W	N 3RD AVE & WOODLAND ST
N,S	LINWOOD ST & N 4TH AVE	E	N 3RD ST & PARK ST
N,S,E	LINWOOD ST & N 5TH AVE	E	N 3RD ST & SUMMIT ST
N	MAIN ST RD & S 29TH ST	W	N 3RD ST & W GRANT ST
	MAIN ST RD & VALLEY VIEW RD	W	N 3RD ST & W LINCOLN ST
S	& W MAIN ST	E,W	N 4TH AVE & RIVERSIDE ST
	MAPLE BLVD & W SOUTHRIDGE	S	N 4TH AVE & WOODLAND ST
S	RD	E,W	N 4TH ST & PARK ST
N	MAPLE BLVD & WESTWOOD DR	N,S	N 4TH ST & S 4TH ST & W MAIN ST
W	MARKET ST & S 2ND AVE	N,S	ST
	MARSHALLTOWN COMM COLL	N,S	N 4TH ST & SUMMIT ST
W	& REED AVE	N,S	N 4TH ST & W STATE ST
E,W	MAY ST & S 3RD AVE	N	N 5TH AVE & WOODLAND ST
N	MAY ST & S 5TH AVE		N 5TH ST & S 5TH ST & W MAIN ST
N,S	MAY ST & S 7TH AVE	N,S	ST
N,S	MAY ST & S 8TH AVE	N,S	N 5TH ST & SUMMIT ST
N,S	MAY ST & S 9TH AVE	N,S	N 5TH ST & W STATE ST
E,W	MAYTAG RD & S 6TH ST	N,S	N 6TH ST & SUMMIT ST
W	MEADOW LN & S 6TH ST	S	N 6TH ST & W MAIN ST
N,S	MERLE HIBBS BLVD & S 2ND ST	N,S	N 6TH ST & W STATE ST
S	MERLE HIBBS BLVD & S 8TH ST		
N	N 10TH ST & SUMMIT ST		
S	N 10TH ST & W MAIN ST		

N,S N 7TH ST & S 7TH ST & W MAIN ST
N,S N 7TH ST & SUMMIT ST
N,S N 7TH ST & W STATE ST
N 8TH ST & S 8TH ST & W MAIN ST
N,S
N,S N 8TH ST & SUMMIT ST
N,S N 8TH ST & W STATE ST
N,S N 9TH ST & SUMMIT ST
E,W N 9TH ST & W STATE ST
W N CENTER ST & RIVERSIDE ST
W NEWCASTLE RD & S 1ST AVE
N,S NEWCASTLE RD & S 5TH AVE
N,S NICHOLAS DR & S 2ND ST
W NICHOLAS DR & S 6TH ST
E,W OLSON WAY & S 3RD AVE
E PALMER ST & S 3RD AVE
W PALMER ST & S CENTER ST
W PINE ST & S 2ND AVE
E PINE ST & S 3RD AVE
W PLAYER ST & S 6TH ST
W PLEASANT VIEW RD & S 6TH ST
W PRAIRIE LN & S 12TH ST
E,W RAINBOW DR & S 3RD AVE
E,W RATCLIFF DR & S 7TH AVE
W RICHARD LN & S 6TH ST
E,W ROBERTS TER & S 6TH ST
N ROBERTSON DR & W OLIVE ST
E ROLLING MEADOWS RD & S 12TH ST
N ROLLING MEADOWS RD & S 14TH ST
N,S S 10TH ST & W BOONE ST
N S 10TH ST & W CHURCH ST
N S 11TH ST & W CHURCH ST
N,S S 12TH ST & W CHURCH ST
E,W S 12TH ST & W LINN ST
N S 12TH ST & W MAIN ST
S S 12TH ST & W OLIVE ST
N S 12TH ST & WESTWOOD DR
S S 14TH ST & W CHURCH ST
N S 14TH ST & W MAIN ST
N,S S 16TH ST & W MAIN ST
N,S S 1ST ST & W BOONE ST
N,S S 1ST ST & W CHURCH ST
E,W S 1ST ST & W FERNER ST
N,S S 1ST ST & W INGLEDUE ST
N,S S 1ST ST & W LINN ST
S S 1ST ST & W MADISON ST
N,S S 1ST ST & W NEVADA ST
S S 1ST ST & W OLIVE ST
W S 2ND ST & W BERLE RD
N,S S 2ND ST & W BOONE ST
N,S S 2ND ST & W CHURCH ST
E,W S 2ND ST & W HIGH ST
N,S S 2ND ST & W INGLEDUE ST
N,S S 2ND ST & W LINN ST
N,S S 2ND ST & W MADISON ST
E,W S 2ND ST & W NEVADA ST
S S 2ND ST & W OLIVE ST

S S 2ND ST & W SOUTH ST
N S 2ND ST & W SOUTHRIDGE RD
S,E,W S 2ND ST & WASHINGTON ST
E,W S 3RD AVE & THOMAS DR
E,W S 3RD AVE & THUNDERBIRD DR
E S 3RD AVE & YOUNG ST
N S 3RD AVE PL & THOMAS DR
S 3RD AVE PL & THUNDERBIRD DR
E S 3RD ST & W LINN ST
N,S,E,W S 3RD ST & W MADISON ST
E,W S 3RD ST & W NEVADA ST
N S 3RD ST & W OLIVE ST
N S 4TH AVE & THOMAS DR
S S 4TH AVE & THUNDERBIRD DR
S S 4TH ST & SUNSET LN
N,S S 4TH ST & W BOONE ST
N,S S 4TH ST & W CHURCH ST
N,S S 4TH ST & W LINN ST
N,S S 4TH ST & W MADISON ST
E,W S 4TH ST & W NEVADA ST
N,S S 4TH ST & W OLIVE ST
N,S S 4TH ST & WASHINGTON ST
N,S S 5TH AVE & THUNDERBIRD DR
N,S S 5TH ST & W BOONE ST
N,S S 5TH ST & W CHURCH ST
N,S S 5TH ST & W LINN ST
N,S S 5TH ST & W MADISON ST
E,W S 5TH ST & W NEVADA ST
N,S S 5TH ST & W OLIVE ST
N S 5TH ST & WESTWOOD DR
W S 6TH ST & TERRY TER
S S 6TH ST & W BOONE ST
S S 6TH ST & W CHURCH ST
W S 6TH ST & W HIGH ST
E,W S 6TH ST & W INGLEDUE ST
S S 6TH ST & W LINN ST
N,S S 6TH ST & W MADISON ST
E,W S 6TH ST & W NEVADA ST
W S 6TH ST & W SOUTH ST
E,W S 6TH ST & W SOUTHRIDGE RD
E,W S 6TH ST & WASHINGTON ST
N,S,E,W S 6TH ST & WESTWOOD DR
W S 7TH AVE & JOAN TERR
W S 7TH AVE & TRAVIS DR
S S 7TH ST & W BOONE ST
N,S S 7TH ST & W CHURCH ST
N,S S 7TH ST & W LINN ST
N,S S 8TH ST & W BOONE ST
N,S S 8TH ST & W CHURCH ST
N,S S 8TH ST & W LINN ST
N,S S 8TH ST & W SOUTHRIDGE RD
E S 9TH ST & SUNSHINE DR
E,W S 9TH ST & W BOONE ST
E,W S 9TH ST & W CHURCH ST
W, S 9TH ST & W MADISON ST
E,W S 9TH ST & W NEVADA ST
W S CENTER ST & E LAFRENTZ LN

E	S CENTER ST & SANTA BARBARA DR	N,S,E,W	N 2ND ST & S 2ND ST & W MAIN ST
E	S CENTER ST & W FERNER ST	N,S,E,W	N 3RD ST & S 3RD ST & W MAIN ST
N	SANTA BARBARA DR & WARDVIEW RD	N,S,E,W	N 3RD ST & W STATE ST
S	SOUTHRIDGE CIR & W SOUTHRIDGE RD	N,S,E,W	N 9TH ST & S 9TH ST & W MAIN ST
N,S	STRATFORD LN & WESTWOOD DR	N,S,E,W	N CENTER ST & W GRANT ST
N	SUMMIT RD & SUMMIT ST & VALLEY VIEW RD	N,S,E,W	NEWCASTLE RD & S 3RD AVE
S	TIMBERLINE RD & WESTWOOD DR	N,S,E,W	PLEASANT VIEW RD & S 4TH ST
N	VERMILLION LN & WESTWOOD DR	N,S,E,W	S 12TH ST
N	W MADISON ST & WILSON CIR	N,S,E,W	S 13TH ST & W CHURCH ST
S	W SOUTHRIDGE RD & WAKEFIELD DR	N,S,E,W	S 13TH ST & W LINN ST
N,S	W SOUTHRIDGE RD & WAUCONDA RD	N,S,E,W	S 3RD ST & W BOONE ST
N,S	WAKEFIELD DR & WAUCONDA RD	N,S,E,W	S 3RD ST & W CHURCH ST
N,S	WAKEFIELD DR & WESTWOOD DR	N,S,E,W	S 4TH ST & W INGLEDUE ST
N,S,E,W	E LEE ST & N 11TH AVE	N,S,E,W	S CENTER ST VIADUCT RAMP (TO/FROM WASHINGTON ST)
N,S,E,W	E MAIN ST & N 1ST AVE & S 1ST AVE	E,W	BEER GARDEN RD & E NEVADA ST RR CROSSING
N,S,E,W	E MAIN ST & N 7TH AVE & S 7TH AVE	E,W	E BOONE ST & RR TRACKS EAST OF 8TH AVE S
N,S,E,W	E MAIN ST & N CENTER ST & S CENTER ST & W MAIN ST	E,W	E BROMLEY ST & RR TRACKS EAST OF 8TH AVE S
N,S,E,W	E NEVADA ST & GOVERNOR RD & S 12TH AVE	E,W	REX RYDEN ROAD & S 18TH AVE RR TRACK CROSSING
N,S,E,W	E OLIVE ST & S 2ND AVE	N	MELISSA LN
N,S,E,W	E OLIVE ST & S 3RD AVE	N	E BOONE ST & S 12TH AVE PL
N,S,E,W	E SOUTHRIDGE RD & S 3RD AVE	N,S	E BOONE ST & S 6TH AVE
N,S,E,W	E STATE ST & N 7TH AVE	E,W	E BOONE ST & S 8TH AVE
N,S,E,W	E STATE ST & N CENTER ST & W STATE ST	E	E MARION ST & N 1ST AVE
N,S,E,W	EDGELAND DR & S 4TH ST	W	E MARION ST & N CENTER ST
N,S,E,W	FRONTAGE RD & S CENTER ST	E,W	E OLIVE ST & S 18TH AVE
N,S,E,W	IOWA VETERANS HOME & SUMMIT ST	N	HARRISON DR & W BOONE ST
N,S,E,W	MEADOW LN & S 4TH ST	N	INNES BLVD & N 4TH ST
N,S,E,W	MERLE HIBBS BLVD & S 6TH ST	W	JACKSON ST & S 7TH AVE
N,S,E,W	N 1ST ST & S 1ST ST & W MAIN ST	N,S	JEROME ST & N 5TH ST
N,S,E,W	ST	N	N 21ST ST & SUMMIT ST
		N	N 22ND ST & SUMMIT ST
		S	S 12TH ST & W BOONE ST
		S	S 13TH ST & W BOONE ST

Section 2. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE V YIELD INTERSECTIONS, Section (A):

Direction	Street/Intersection		
	BEER GARDEN RD & E NEVADA ST RR CROSSING	E	E MARION ST & N 1ST AVE
E,W	E BOONE ST & RR TRACKS EAST OF 8TH AVE S	W	E MARION ST & N CENTER ST
E,W	E BROMLEY ST & RR TRACKS EAST OF 8TH AVE S	E,W	E OLIVE ST & S 18TH AVE
E,W	REX RYDEN ROAD & S 18TH AVE RR TRACK CROSSING	N	HARRISON DR & W BOONE ST
E,W	MELISSA LN	N	INNES BLVD & N 4TH ST
N	E BOONE ST & S 12TH AVE PL	W	JACKSON ST & S 7TH AVE
N,S	E BOONE ST & S 6TH AVE	N,S	JEROME ST & N 5TH ST
E,W	E BOONE ST & S 8TH AVE	N	N 21ST ST & SUMMIT ST
		N	N 22ND ST & SUMMIT ST
		S	S 12TH ST & W BOONE ST
		S	S 13TH ST & W BOONE ST

Section 3. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE VI TRAFFIC SIGNALS, Section (A):

Street/Intersection	
13th Street at Main Street	Center Street at Church Street
3rd Avenue at Anson Street	Center Street at Hibbs Boulevard
3rd Avenue at Church Street	Center Street at Iowa Avenue
3rd Avenue at Linn Street	Center Street at Linn Street
3rd Avenue at Main Street	Center Street at Meadow Lane
3rd Avenue at Riverside Street	Center Street at Nicholas Drive
3rd Avenue at State Street	Center Street at Olive Street
6th Street at Olive Street	Center Street at South Street
Anson Street at 1st Avenue	Center Street at Southridge Road
Center Street at Anson Street	Center Street at Westwood Drive
Center Street at Berle Road	Governor Rd at Olive Street
Center Street at Boone Street	

Section 4. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this __ day of _____, 2020, and signed this __ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the __ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the __ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk

ORDINANCE SUMMARY

Marshalltown Ordinance #_____ makes changes to and codifies chapter 76 of the City Code relating to placement of stop signs, yield signs and traffic signals.

This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Shari L. Coughenour, City Clerk

Marshalltown Terminal Building and Hangar Building

List of Alternate Bids

June 16, 2020

Additional Parking Lot: This alternate is to provide additional parking closer to the proposed hangar and terminal building. Bid Price = \$66,380.00

The existing parking lot will be in need of removal and replacement soon but it could be accomplished as a future project but this price is very attractive and would potentially cost considerably more to do later. Users and visitors will be able to use the closer parking lot for shorter term parking as part of the base bid and would have to use the remaining parking lot for longer term parking further from the terminal building.



Subgrade Treatment for Hangar: This alternate is to provide for cement treating the subgrade underneath the hangar paving. The existing soils are a loess material and could potentially increase the difficulty of construction. Bid Price = \$14,987.50

Cement treating the soil will provide for ease of construction and increase the life span of the pavement. It could also reduce the potential for a change order for unsuitable materials that could be encountered during construction.

Cement Treating Subgrade for Terminal: This alternate is to provide for cement treating the subgrade underneath terminal and base bid parking lot paving. The existing soils are a loess material and could potentially increase the difficulty of construction. Bid Price = \$19,600.00

Cement treating the soil will provide for ease of construction and increase the life span of the pavement. It could also reduce the potential for a change order for unsuitable materials that could be encountered during construction.

Cement Treating Subgrade for Additional Parking Lot: This alternate is to provide for cement treating the subgrade underneath the additional parking lot as part of Alternate Bid 2. The existing soils are a loess material and could potentially increase the difficulty of construction. Bid Price = \$6,600.00

This item should only be considered if Alternate No.2 of the Bid Package 2 is selected. Cement treating the soil will provide for ease of construction and increase the life span of the pavement. It could also reduce the potential for a change order for unsuitable materials that could be encountered during construction.

Transfer Switch for use of Generator: This alternate is to provide for a means of hooking up an existing generator at the airport. If a generator connection was provided it would allow the airport the ability to power certain circuits, i.e... heaters, some lights and hangar door in the event that there is no power at the airport. This alternate also provides the cord for connecting to the existing generator. In addition, the equipment would allow for easy connection of any different generator brought to the airport because of a longer duration outage. Bid Price = \$8,500.00

Providing the transfer switch would allow for connection of a generator at the airport to power select circuits such as heaters, lights and hangar door in the event of no power at the airport either from winter ice storm or a summer wind storm. The transfer switch to be provided would allow flexibility in connection of any generator that could be rented or purchased and allow for connection of the existing generator that is shared between multiple buildings at the airport.

Exterior Power Cart Receptacle: This alternate is to provide for a means of having a large amperage receptacle on the exterior of the hangar building to allow for larger aircraft to be connected to a power source on the ramp. Bid Price = \$2,500.00

The receptacle helps power larger planes and provide for the ability to charge and start planes that come and go from the airport.

Additional Flood Lighting for on Front of Hangar: This alternate is to provide for the installation of two additional flood lights directed at the apron. Acceptance of this alternate would allow the airport personnel to turn on additional lighting to allow them more visibility when moving larger planes in and out of the hangar. Bid Price = \$5,000.00

Acceptance of this alternative would allow for additional lighting for airport personnel when handling large aircraft.

Area Light for Parking Lot: This alternate is to provide some additional lights to light up the proposed parking lot. Bid Price = \$2,000.00

Currently there is very little lighting at the airport. The existing airport parking lot is dark. This alternate would provide some additional light beyond the proposed buildings for lighting of the parking lot. This provides a security benefit for the airport and its users.

Additional Cabinets in Reception Area and Break Area: This alternate is to provide for additional built in cabinets underneath the counter of the reception desk, the wall behind the reception area and above the refrigerator of the terminal building. Bid Price = \$4,500.00

The additional cabinets provide for more places to store items needed for administration of the airport. In addition, the cabinets above the refrigerator allow for more storage in the breakroom area for airport staff and pilots use.



Linear Wood Plank Acoustical Ceiling and Wall Panels in Lobby Area: This alternate is to provide wood looking acoustical panels on the ceiling and wall in lobby areas. Bid Price = \$22,000.00

The wood plank on the ceiling and walls would provide a better architectural feel inside of the lobby area of the terminal building. This accent would be on a wall in the waiting area and on the ceiling in the lobby area.



Paint Exposed Structural Steel in Hangar: This alternate is to provide for the painting of exposed structural steel in the hangar. Painting provides a brighter finish and a finished look to the hangar space. Bid Price = \$18,000.00

Given the cost of this alternative, additional painting of the structural steel is not recommended. The existing structural steel will be painted with a primer only.

Full Height Liner Panel on Sidewalls: This alternate is to provide for the extending the interior metal liner panel from floor to ceiling. This provides a finished look to the hangar space and protects the insulation along the sidewalls. Bid Price = \$ \$22,000.00

Given the cost of this alternative, providing full height liner panel is not recommended. The base bid includes a partial height liner panel of approximately 12' which would help prevent most if not all damage to the insulation.



Marshalltown Central Business District
16 East Main St., Ste. 280
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA
6/16/2020

Dear Councilors,

The Incentive Grant Program provides financial incentives for building owners in the Central Business District to make improvements that contribute to the beauty, utilization, and vibrancy of the historic buildings that make up our downtown. The funding for these programs comes from the City of Marshalltown, and the grant program is administered by the Marshalltown Central Business District and the Incentive Grant committee. Over the past five years, these programs have provided over \$116,000 in support for improvements in the downtown community and incentivized more than \$1,120,000 in private investment in our downtown. These investments ensure that our downtown stays beautiful and inviting while preserving the character that our community loves about our historic buildings.

The current uncommitted balance in the grant program is \$13,946. The Council has also previously approved an additional \$40,000 for the fiscal year beginning in July 2020. Based on discussions with downtown building owners and current requests, the Marshalltown Central Business District and the Incentive Grant committee expect that total Incentive Grant requests from June 2020 through July 2021 may exceed \$120,000. While this total will no doubt change as plans move forward and the economic situation evolves, it is likely that the planned increase will not be sufficient to meet the needs of the downtown community over the next year. Our recommendation is that the City provide additional funding for the Incentive Grant program of \$80,000 in order to support continued development and preservation of our historic downtown. Below is a summary of projects that have submitted grant applications or have begun grant discussions with the MCBT for 2020-2021.

Business	Project	Anticipated Grant Request
Cohen Esrey	Marshalltown Senior Living Building Facade and Code Improvements	\$48,812
Sports Plus	Façade Improvements	\$10,163
Pentz Appliance	Façade Improvements	\$10,000 estimated
Zamora's	Façade Improvements	\$21,000 estimated
Historical Society	Building Façade Improvements	\$10,000 estimated
Goldenland Grocery	Façade Improvements – exposed 2 nd story	\$12,500 estimated
Other Potential	Façade Improvements	\$20,000 estimated
	Total:	\$132,475

The hard work of rebuilding our downtown community depends on strong partnerships between public support and private investment, and these programs are an important part of that partnership. On behalf of the downtown community, thank you for your continued support of downtown Marshalltown.

Regards,
Nate McCormick
President
Marshalltown Central Business District

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 18, 2020
RE: Incentive Grant Request

Policy Issue: Council is required to approve all designations of TIF cash on-hand

Recommendation: To bring a resolution to the July 13th meeting to approve the request

Background: The City requests tax increment financing (TIF) dollars for the incentive grant program, which is administered by the MCBF. The City makes direct payments to building owners once a project is completed and recommended by the MCBF. The Incentive Grant Program will receive \$40,000 as of July 1st for the next fiscal year.

The Incentive Grant Program can receive additional cash on-hand because it is an approved program of the Urban Renewal Plan for the Uptown (Downtown) Urban Renewal Area. The attached review of fund balances by area shows that the Downtown Area has a balance of \$215,000 and can be used to support this program.

Budget Impact: Will reduce TIF cash on-hand, but no other funds

Attachment: Update on UR Fund Balances

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



Urban Renewal Cash Balances
For Fiscal Year Ending 6/30/2019-2021

	TIF #2 East Side	TIF #3 Southside	TIF #4 Uptown	TIF #5 Eagle View	FUND 125 TOTAL	FUND 126 LMI 41.79%
Ending Cash Balance 6/30/2019	49,826.32	28,672.64	425,708.27	14,551.58	518,758.81	-
Add Revenues:						
Property taxes per County	169,604.80	154,336.95	274,187.22	23,921.25	622,050.22	17,173.49
Reverse transfer from 393 (not needed)			6,875.00		6,875.00	
Transfer from Tornado fund 145 for Coliseum						
Insurance proceeds for design fees			140,000.00		140,000.00	
Interest	2,679.72	505.27	11,841.85	536.32	15,563.16	
	172,284.52	154,842.22	432,904.07	24,457.57	784,488.38	17,173.49
Subtract Expenses:						
2011B Bonds			79,244.00		79,244.00	
2012A Bonds		33,386.00	175,276.00		208,662.00	
2015 Bonds	77,964.00				77,964.00	
Hawkeye Hotels	-	56,202.18			56,202.18	
Menards	78,648.66				78,648.66	
Theisens		45,938.03			45,938.03	
Plumb Supply		6,375.00			6,375.00	
Teamwork-1 for Bobcat Academy		13,281.21			13,281.21	
MCBD Main Street			30,000.00		30,000.00	
MCBD for operations during pandemic Res.2020-105			35,000.00		35,000.00	
Red Earth Real Estate Holdings				-	-	
Simmering-Cory & Iowa Codification		1,475.00			1,475.00	
Chamber \$50:\$250K		50,000.00			50,000.00	
Shane Ecklor Demo			7,050.00		7,050.00	
Garrett Goodman Demo			12,166.00		12,166.00	
Aberrotes La Salud Demo Res 2020-078			7,620.49		7,620.49	
Façade 17 N. 1st St.			8,500.00		8,500.00	
Façade 19-21 S. 2nd St.			10,728.00		10,728.00	
128 E. Main façade			1,821.16		1,821.16	
10 E. Main Street 2nd floor code upgrade			7,930.50		7,930.50	
116 W. Main Street (E. wall)			12,500.00		12,500.00	
30 E. Main (Façade & Code)			20,784.98		20,784.98	
207 E. Main (code upgrade)			3,819.50		3,819.50	
102 E. State (façade)			4,869.82		4,869.82	
Façade & Code grants unassigned			13,946.23		13,946.23	
Transfer to Coliseum Remodel fund 383			140,000.00		140,000.00	
Correct Dorsey bill pd in FY18	(7,177.50)	7,177.50			-	
	149,435.16	213,834.92	571,256.68	-	934,526.76	-
Ending Cash Balance 6/30/2020	72,675.68	(30,320.06)	287,355.66	39,009.15	368,720.43	17,173.49
Add revenues:				(42,000 - LMI)		
Property taxes need to update	168,984.00	228,199.00	253,179.00	-	650,362.00	
Interest	50.00	10.00	100.00		160.00	10.00
	169,034.00	228,209.00	253,279.00	-	650,522.00	10.00
Subtract Expenses:						
2011B Bonds			80,107.00		80,107.00	
2012A Bonds		32,966.00	173,072.00		206,038.00	
2015 Bonds	86,454.00				86,454.00	
MCBD Main Street use cash on hand			32,000.00		32,000.00	
Additional façade & code upgrade			40,000.00		40,000.00	
Chamber \$50:\$250K		50,000.00			50,000.00	
Plumb Supply		6,375.00			6,375.00	
Marshallgaam:Holiday Inn	-	93,000.00			93,000.00	
Menards	79,845.00				79,845.00	
Teamwork-1 for Bobcat Academy		15,565.00			15,565.00	
	166,299.00	197,906.00	325,179.00	-	689,384.00	-
Ending Cash Balance 6/30/2021	75,410.68	(17.06)	215,455.66	39,009.15	329,858.43	17,183.49

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 18, 2020
RE: 107 North Center- Alley Vacation

Policy Issue: Council is required to approve all vacations of public right-of-way

Recommendation: To move forward with the process to vacate the alley

Background: Jose Reglado purchased 107 North Center Street and the lot at Grant/Center Street for the purposes of building a new grocery store, which is getting closer to completion. The lot at Grant/Center will be a parking lot. There is an alley dividing the store from the parking, and Jose presented the City with an request to vacate the alley or participate in a cost to repair it.

Staff is recommending that the alley be vacated, as any slips, trips, or falls happening in this alley due to customers crossing back and forth will increase our liability. We have not typically provided a level of maintenance to an alley, which would be required due to the increased pedestrian and vehicle activity.

Budget Impact: Potential savings due to no future maintenance

Attachment: Alley Price Calculations per policy

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



COMPARISON CALCULATION - see spreadsheet for detail



Calculation of land value		8418-26-454-036
Adjacent lot #A		ASSESSED: COMMERCIAL
Adjacent lot dimension		
Lot size in square feet:	20,316 sq.ft.	PARKING LOT
Assessed value of lot:	\$ 20,320.00	OWNER: REGALADO, JOSE & ADRIANA
	\$ 1.00	Calculated assessed value per square foot

Calculation of land value		8418-26-454-037
Adjacent lot #B		ASSESSED: RESIDENTIAL
Adjacent lot dimension		
Lot size in square feet:	34,549 sq.ft.	116 N 1ST AVE PARKING LOT
Assessed value of lot:	\$ 21,820.00	OWNER: BENSCOTER, GREGORY
	\$ 0.63	Calculated assessed value per square foot

Calculation of land value		841826454005
Adjacent lot #C		ASSESSED: COMMERCIAL
Adjacent lot dimension	180 x 180	
Lot size in square feet:	32,400 sq.ft.	107 N CENTER STREET
Assessed value of lot:	\$ 46,100.00	OWNER: REGALADO, JOSE & ADRIANA
	\$ 1.42	Calculated assessed value per square foot

Property for sale - dimension	2,880 sq. ft.	\$	1.018201052
180' x 16'			(Average cost per sq. ft.)
	\$ 2,881.00	Calculated purchase price - lot value #A	
	\$ 1,819.00	Calculated purchase price - lot value #B	
	\$ 4,098.00	Calculated purchase price - lot value #C	
Cost, per average	\$ 2,932.00	AVERAGE	

JOSE REGALADO & ADRIANA REGALADO

Request to Vacate and Purchase

Entire E/W alley north of and adjacent to 107 N Center Street

Purchaser responsible for survey, legal and recording expenses for the quit claim deed, including publication costs.

Purchaser must also record affidavit of non-severability at the time the deed is recorded.

Jessica Kinser

From: Esmeralda Armas <earmas@marshalltown-ia.gov>
Sent: Thursday, June 18, 2020 3:12 PM
To: Jessica Kinser
Subject: Fwd: Parking lot petition

From: "abarrotesvillachuato" <abarrotesvillachuato@gmail.com>
To: earmas@marshalltown-ia.gov
Sent: Thursday, June 18, 2020 3:09:42 PM
Subject: Parking lot petition

To who it may concern:

I would like to be able to obtain the property located between my building and my parking lot for the amount of \$ 1, at the moment the Estimate of my Project is 4 million. My Project is 80% complete, I am ready to start working on the paving of the parking lot. I would like to have the alley to avoid having my customers cross a street in the middle of my parking lot. Obtaining the alley would also help my parking lot look uniform and give a better appearance to the city area.

Sincerely

Jose Angel Regalado Aguirre
Store Owner

--

Thank you,

Esmeralda Armas
Administrative Assistant
Housing & Community Development
City of Marshalltown
36 N Center Street
Marshalltown, IA 50158
641-754-6583
earmas@marshalltown-ia.gov

MARSHALLTOWN

I O W A

24 N Center Street
Marshalltown, IA 50158

June 15, 2020

To: Mayor, Members of the City Council and City Administrator
From: Shari L. Coughenour, CMC, City Clerk
Re: Repeal code sections relating to “Bankrupt Stores” & “Public Sales”

Policy Issue: Increase staff efficiency, removal of antiquated code sections

Recommendation:

The public is protected from unscrupulous merchants better today than 70 years ago due to improved advertising methods and technology. Licensing these sales is very time consuming with very little administrative or public gain.

Staff recommends the council repealing antiquated sections of the City Code relating to “Bankrupt Stores,” sections 118.025 – 118.027 and the chapter titled “Public Sales.”

In addition, staff recommends revision of 118.028 and renumbering to 118.014.

Background:

In 1950 the city council added code sections relating to “Bankrupt Stores”, and in 1964 adopted another chapter titled “Public Sales.” code added new section. Sales permits are issued by the city clerk’s office following review of completed application, receipt of the store’s inventory list, and fee.

Sections 118.001-118.013 regulate peddlers and transient merchants. Section 118.005 requires a state sales tax permit for these activities.

Budget Impact: Negligible.

Attachments:

Current code sections with changes,
Proposed ordinance, current application,
1964 ordinance establishing the “Public Sales” chapter”

City of Marshalltown
24 N Center Street
Marshalltown, IA 50158

Repeal sections 118-025-118.028

BANKRUPT STORES

§ 118.025 LICENSE REQUIRED.

Every person, firm or corporation engaged in the business of a peddler, transient merchant or in making sales from bankrupt stores shall, before engaging therein, procure a license therefor from the City Clerk.

§ 118.026 ITEMS TO BE SUBMITTED WITH APPLICATION FOR LICENSE.

Before such license is issued under provisions of this subchapter, the applicant for license shall submit to the Mayor a sales permit from the state.

§ 118.027 LICENSE FEES.

Fees for a license issued under this subchapter shall be determined by Council and set by resolution.

§ 118.028 TRANSFER OF LICENSE AND LIMITED USE.

No license provided for in this subchapter shall be transferred without the consent of the Mayor endorsed thereon in writing. No license issued under this subchapter shall include more than one separate place and independent place of business of a transient merchant or bankrupt store or extend to or include more than one peddler under a single license.

Revise section 118.028, renumber to 118.014

~~§ 118.028~~ 118.014 TRANSFER OF LICENSE AND LIMITED USE.

No license provided for in this subchapter shall be transferred without the consent of the Mayor endorsed thereon in writing. No license issued under this subchapter shall include more than one separate place and independent place of business of a transient merchant or bankrupt store or extend to or include more than one peddler under a single license.

**ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA BY REPEALING SECTIONS RELATING TO BANKRUPT
STORES AND PUBLIC SALES**

WHEREAS, the City Council of the City of Marshalltown, Iowa, has had ordinances in effect since 1950, Bankrupt Sales and 1964, Public Sales; and

WHEREAS these licenses were imposed upon businesses to avoid situations where merchants may take advantage of their consumers; and

WHEREAS media coverage and other communication technology assists with consumer education and awareness, thus negating the need for this specific consumer protection; and

WHEREAS these sections may be abolished due to consumers' increased awareness; and

WHEREAS, The City Council of the City of Marshalltown finds it is in the best interest of the city to repeal sections of the City Code relating to Bankrupt Stores and Public Sales.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing in its entirety, Chapter 119, Public Sales.

Section 2. Repeal Sections 118.025, 118.026, 118.027, and 118.028 relating to Bankrupt Stores.

Section 3. Add new Section 118.014, as follows:

§118.014 TRANSFER OF LICENSE AND LIMITED USE.

No license provided for in this chapter shall be transferred without the consent of the Mayor endorsed thereon in writing. No license issued under this subchapter shall include more than one separate place and independent place of business of a transient merchant or extend to or include more than one peddler under a single license.

Section 4. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ___ day of _____, 2020, and signed this ___ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ___ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ___ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk

ORDINANCE SUMMARY

Marshalltown Ordinance #_____ makes changes to Chapter 118, and repeals Chapter 119 relating to Bankrupt Stores and Public Sales.

This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Shari L. Coughenour, City Clerk

**APPLICATION FOR A LICENSE UNDER THE ORDINANCE ON PUBLIC SALE OF A
SPECIAL CHARACTER (GOING OUT OF BUSINESS SALE)**

I, the undersigned, hereby make application for a license pursuant to an Ordinance of the City of Marshalltown, Iowa, relating to Public Sales of merchandise of a special character such as bankrupt sales, closing out sales and the like, and make the following statements and allegations as required by said Ordinance:

1. Name or title of business: _____
2. Name of owner or owners _____
3. Residence address of owners _____
4. Name of manager _____
5. Residence address of manager _____
6. If incorporated, is it authorized to transact business in the State of Iowa? _____
7. If title is a trade name, have you registered such title, as required under Chapter 547, Code of Iowa (1962) _____
8. Location of business premises _____
9. The name and address of the owner of the above described real property is: _____
_____, and I am the actual lessee and have a bona fide lease on said premises
Date of termination of lease: _____
10. Sale to be held on the premises locally known as: _____,
Marshalltown, Iowa.
11. State, in the termination of such business, the manner of advertising for sale to be employed:
 - (a) Hand bills _____
 - (b) Window displayed and on the location advertising _____
 - (c) Publications in newspaper _____
 - (d) State any other method to be used for advertising such sale (in detail)

12. State the proposed language to be used in advertisements or the substance advertisements: _____

13. State the intent or reasons for the holding of such sale: _____

14. State the manner of sale of goods, wares and merchandise:
 - (a) Sale in bulk _____
 - (b) Public auction _____
 - (c) Daily sales at retail on the sites _____
15. State the date of commencement of sale: _____
 - (a) State, after the procurement of the license, whether or not there will be an adding to the stock or goods for sale? _____
(State Yes or No)
16. Give a general statement as to the kind of merchandise, quantity, general description and approximate inventory value thereof, of all merchandise to be sold: _____

18. State whether there has been any merchandise delivered by others to be included in sale.

Yes or No

19.State whether there has been any substantial increase in your inventory or stock in trade within the last three months prior to this application. _____
Yes or No

I do solemnly swear that the above statements are true and correct, and I hereby agree and warrant that if granted a license, that I will obey all the laws of the State of Iowa, and ordinance applicable thereto of the City of Marshalltown, Iowa. I further agree and warrant that I will not purchase or accept for delivery and merchandise or wares of any kind or nature to be sold at such public sale other than those on hand at the time of applying fore said license.

Applicant

Subscribed and sworn to, before me and in my presence on this ____ day of _____,
20____ by _____
(Name of Applicant)

Notary Public for the State of Iowa

REQUIREMENTS
Ordinance 10586, 5-11-1964

Resident Merchant License Fees

Inventory Value	Fee	Length of License
< \$5,000	\$30.00	60 days
\$5,000 < > \$15,000	\$60.00	60 days
>\$15,000	\$100.00	60 days

Transient Merchant License Fees

Inventory Value	Fee	Length of License
< \$5,000	\$150.00	60 days
\$5,000 < > \$15,000	\$300.00	60 days
>\$15,000	\$500.00	60 days

Renewal fee: The license fee for each 30-day renewal is 50% of the original license fee.

LANGUAGE REQUIRED ON ALL SALE ADVERTISEMENT:

“Sale held pursuant to Permit No. _____ of the City of Marshalltown, Iowa, granted the __ day of _____, 20__.

PUBLIC SALES.

AN ORDINANCE RELATING TO PUBLIC SALES OF MERCHANDISE OF A SPECIAL CHARACTER, SUCH AS BANKRUPT SALES, CLOSING OUT SALES, AND THE LIKE, PROVIDING FOR THE DEFINITION AND LICENSING OF THE SAME, AND FIXING A PERMIT FEE THEREFOR; PRESCRIBING RULES AND REGULATIONS FOR THE CONDUCT OF THE SAME; AND PROVIDING FOR A PENALTY FOR VIOLATIONS THEREOF.

WHEREAS, diverse frauds have been perpetrated upon the citizens of Marshalltown, Iowa, in the advertisement and conduct of bankrupt sales, closing out sales and the like, and

WHEREAS, the City Council of Marshalltown, Iowa, deems it necessary to take reasonable steps to protect its citizens from such frauds, chicanery and dishonesty in the future, therefore

BE IT ORDAINED by the City Council of the City of Marshalltown, Iowa:

Section 1. DEFINITIONS: The following words and terms as used in this ordinance respectively, shall be deemed to mean and be construed as follows for the purpose of this ordinance:

a. A resident merchant is hereby defined as a merchant who has maintained an established place of retail business within the City of Marshalltown, Iowa, for the sale at retail of goods similar to those to be sold at the sale described in this ordinance, for a continuous period of one year or more directly preceding the opening ^{date} of such sale.

b. A transient merchant is defined as any merchant doing or contemplating doing business in the City of Marshalltown, Iowa, and who does not come within the above definition of a resident merchant.

c. "Closing out sale" - The sale or an offer to sell at retail to the public goods, wares and merchandise of any and all kinds and descriptions on hand and in stock in connection with a declared purpose, as set forth by advertising, on the part of the seller that such sale is anticipatory to the termination, closing, liquidation, revision, wind-up, ^{discontinuance} moving, conclusion or abandonment of the business in connection with such sale. It shall also include any sale advertised, either specifically or in substance, to be an "adjustment sale", "creditor's sale", "trustee's sale", "bankrupt sale", "insolvent sale", "insurance salvage sale", "mortgage sale", "assignee sale", "adjustor's sale", etc. "receiver's sale", "loss of lease sale", "forced out of business sale", "going out of business sale", "removal sale", and any and all sales advertised in such manner as to reasonably convey to the public that upon the disposal of the stock of goods on hand, the business will cease and be discontinued at its existing location.

d. "Publish", "publishing", "advertisement", "advertising", shall include any and all means of conveying to the public notice of sale or notice of intention to conduct a sale, whether by word of mouth, by newspaper advertisement, by magazine advertisement, by hand bill, by circular, by pamphlet, by written notice, by printed notice, ^{by printed} display, by billboard display, by poster, by radio announcement, by radio program, by recordings, and / or any and all means including oral, written or printed.

e. "License". A license issued pursuant to this ordinance.

f. "Licensee". Any person to whom a license has been issued pursuant to this ordinance.

g. "City Council". The City Council of the City of Marshalltown, Iowa.

h. "City Clerk". The Clerk of the City of Marshalltown, Iowa.

Section 2. REGULATION OF SALES: No person shall hereafter publish or conduct any sale of the type herein defined without a license therefor, duly issued in accordance herewith, and remaining in effect and unrevoked.

Section 3. POWERS AND DUTIES OF THE CITY COUNCIL: The City Council is hereby authorized and empowered to supervise or regulate sales or special sales defined in Section 1 of this ordinance, and to issue appropriate license or licenses therefor upon the proper application therefor as provided herein, and to provide for the investigation of applications therefor and for the issuance of licenses thereon by the necessary officer or officers.

Section 4. APPLICATION: Application for such license shall be made in writing to the City Clerk of Marshalltown, Iowa, in a form to be approved by the City Council, and shall be verified by the applicant. Such application shall contain the following information:

a. A description of the place where such sale is to be held.

b. The nature of the occupancy, whether by ownership, lease or sub-lease.

c. The effective date of termination of such occupancy.

d. The means to be employed in publishing such sale.

3.

- e. The proposed language to be used in the advertisements to indicate the nature of the sale.
- f. A statement of the intention of the applicant in holding such sale.
- g. A statement in what manner such descriptive name is truthfully descriptive of such sale.
- h. A statement as to whether or not any merchandise of any kind, quantity or description has been purchased by or delivered to applicant for the purpose of being included in said sale.
- i. A statement that applicant agrees not to purchase or accept delivery of any merchandise, goods or wares of any kind, nature or description to be sold at said sale after the date of said application.

Upon receipt of such application and payment of the fee hereinafter prescribed, the City Council shall cause the same to be examined and investigated.

Section 5. LICENSE: If, upon investigation, the facts as represented by the application are found to conform to the representations thereof, if the reason given for the sale is satisfactory, if there appears to have been no stock piling of merchandise for said sale, and there has been no fraud or deception in said application, and the advertisements proposed to be used truly represent such facts and are not fraudulent or misleading to the public, the City Council may issue a license permitting the publication and conduct of such sale.

Section 6. FRAUDULENT OR MISLEADING ADVERTISING: It shall be unlawful for licensee to advertise or cause to be advertised, goods, wares, or merchandise, for a sale as herein defined, which do not conform to the representations of the advertisement. It shall be unlawful for a licensee to publish, or cause to be published, advertising falsely representing the reason for such a sale, as herein defined.

Section 7. ADDING TO STOCK OF GOODS: It shall be unlawful for any person publishing or conducting such a sale, to purchase or add to the stock of goods offered for sale any goods during said sale or during the effective period of said license or to sell any goods at said sale except those on hand at the time of applying for said license.

Section 8. PERIOD OF LICENSE: Such license shall be for a period not exceeding sixty days, except that upon satisfactory proof by the licensee that the stock on hand at the time of the original application has not been disposed of, upon proper application, the said City Council shall cause the same to be examined and investigated; and if satisfied as to the truth of the statements therein contained, the City Council may issue a renewal license for one or more consecutive periods of thirty days duration upon payment of the prescribed renewal fees therefor. Upon the termination of such sale, no such license shall be issued to applicant for the period of one year from such termination sale.

**** Section 9. APPLICATION FOR RENEWAL LICENSE: Any licensee as defined herein who desires a renewal license* in writing to the City Clerk of Marshalltown, Iowa, in a form to be approved by the City Council, and shall be verified by the licensee. Such application shall contain the following information:

- a. A description of the place where such sale is to be held.
- b. The nature of the occupancy, whether by ownership, lease or sub-lease.
- c. The effective date of termination of such occupancy.
- d. The means to be employed in publishing such sale.
- e. The proposed language to be used in the advertisements to indicate the nature of the sale.
- f. A statement of the intention of the applicant in holding such sale.
- g. A statement in what manner such descriptive name is truthfully descriptive of such sale.
- h. A statement as to whether or not any merchandise of any kind, quantity or description has been purchased by or delivered to applicant for the purpose of being included in said sale.
- i. A statement that applicant agrees not to purchase or accept delivery of any merchandise, goods or wares of any kind, nature or description to be sold at said sale after the date of said application.
- j. The approximate proportion of the original inventory on hand at the time of commencing said sale that still remains on hand and unsold.

(Revocation)

Section 10. If at any time during said sale, the City Council shall determine that any of the provisions hereof or any of the statements in said application were untrue or have been or are being violated by said applicant, the City Council may immediately revoke said license and it shall thenceforth be unlawful for applicant or licensee to continue said sale until a new license is issued in accordance with the terms of this ordinance.

***** as defined above shall make application for such renewal license -

Section 11. BOND REQUIRED: Before a license shall be issued by the City Council under such application, the applicant shall execute and deliver to the City of Marshalltown, Iowa, a bond in the penal sum of \$1,000.00 signed by such applicant, and also signed by a surety company duly authorized to transact business in the State of Iowa, which bond shall be conditioned upon the faithful observance of the provisions of this ordinance, and also conditioned to reimburse and indemnify any purchaser at any such sale, as provided for herein, duly held by such licensee for any loss incurred or damage sustained by such purchaser by reason of misrepresentation or fraud in the sale of any such goods, wares or merchandise.

Section 12. LICENSE FEES: Upon filing an original application or a renewal application for a license to advertise and conduct a sale as hereinbefore defined, if said applicant is a resident merchant as hereinbefore defined, said applicant shall pay, if the stock of goods on hand is inventoried at \$5,000.00 or less, a license fee in the sum of \$30.00, whereas if the stock of goods is inventoried in excess of \$5,000.00, and up to and including \$15,000.00, the said applicant shall pay a license fee in the sum of \$60.00, and if the stock of goods inventoried is in excess of \$15,000.00, the said applicant shall pay a license fee in the sum of \$100.00; if the aforesaid applicant is a transient merchant as hereinbefore defined, he shall pay, if the stock of goods on hand inventories at \$5,000.00 or less, a license fee in the sum of \$150.00; and if the stock of goods inventories in excess of \$5,000.00 and up to and including \$15,000.00, the said applicant shall pay a license fee in the sum of \$300.00, and if the stock of goods inventories in excess of \$15,000.00, the said applicant shall pay a license fee in the sum of \$500.00. If any application or renewal application be disapproved, one-half of said payment shall be forfeited to the City of Marshalltown, Iowa, as and for the cost of investigating the statements made in such application or renewal application. The license fee for each thirty day renewal period shall be one-half of the respective license fees described above. All inventory figures set out in this section shall be computed at applicant's cost price.

Section 13. ENFORCEMENT. Upon commencement of any sale, as hereinbefore defined, the license issued by the City Council shall be permanently displayed near the entrance to the premises. A duplicate original of the application and stock list pursuant to which such license was issued, shall at all times be available to the City Council or to the Inspector, and the licensee shall permit such Inspector to examine all merchandise in the premises for comparison with such stock list at any and all times during the period of such sale. All advertisements or advertising, and the language contained therein, shall be in accordance with the purpose of the sale as stated in the application pursuant to which a license was issued, and the wording of such advertisement shall not vary from the wording as indicated in the application. Such advertising shall contain a statement in these words: "Sale held pursuant to Permit No. _____ of the City of Marshalltown, Iowa, granted the _____ day of _____, 19____," and in such blank spaces shall be indicated the permit number and the requisite dates. Books and records of the sale shall be kept by the licensee and shall at all times be available to the Inspector.

Section 14. EXEMPTIONS: The provisions of this ordinance shall not apply to or effect the following persons or sales:

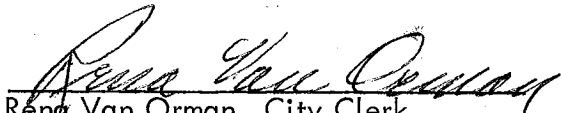
- a. Persons acting pursuant to an order or process of a court of competent jurisdiction.
- b. Persons acting in accordance with ^{their} ~~their~~ powers and duties as public officers, such as sheriffs, bailiffs, or marshalls.
- c. Duly licensed auctioneers, selling at auctions.
- d. Executors, guardians, assignees of insolvent debtors, bankrupts and/or other persons required by law to sell said property.

Section 15. VIOLATIONS: Any applicant or licensee described above who shall violate, neglect or refuse to comply with any of the provisions of this ordinance, or who shall make a false statement in any application for a license as herein required, shall upon conviction thereof, be punished by a fine of not more than \$100.00 or by imprisonment not exceeding thirty days, and any license issued hereunder shall be revoked.

Section 16. UNCONSTITUTIONALITY: If any section, sub-section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this chapter and each section and sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more of the sections, sub-sections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 17. EFFECTIVE DATE: This ordinance shall be in full force and effect from and after ten days from the date of this final passage and publication as required by law.

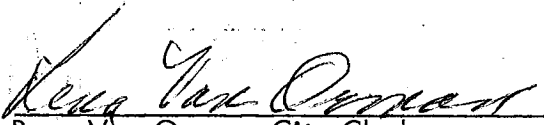

W. B. Crosby, Mayor of the
City of Marshalltown, Iowa.


Rena Van Orman, City Clerk
City of Marshalltown, Iowa.

The above ordinance entitled, "AN ORDINANCE RELATING TO PUBLIC SALES OF MERCHANDISE OF SPECIAL CHARACTER, SUCH AS BANKRUPT SALES, CLOSING OUT SALES, AND THE LIKE, PROVIDING FOR THE DEFINITION AND LICENSING OF THE SAME, AND FIXING A PERMIT FEE THEREFOR; PRESCRIBING RULES AND REGULATIONS FOR THE CONDUCT OF THE SAME AND PROVIDING FOR A PENALTY FOR VIOLATIONS THEREOF," was authenticated this 12th day of May, 1964.



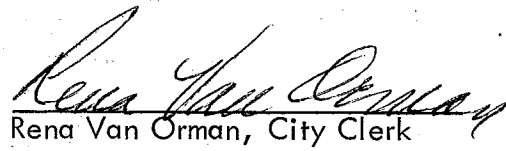
W. B. Crosby, Mayor of the
City of Marshalltown, Iowa.



Rena Van Orman, City Clerk
City of Marshalltown, Iowa.

I, Rena Van Orman, do hereby certify that the above ordinance entitled, "AN ORDINANCE RELATING TO PUBLIC SALES OF MERCHANDISE OF SPECIAL CHARACTER, SUCH AS BANKRUPT SALES, CLOSING OUT SALES, AND THE LIKE, PROVIDING FOR THE DEFINITION AND LICENSING OF THE SAME, AND FIXING A PERMIT FEE THEREFOR; PRESCRIBING RULES AND REGULATIONS FOR THE CONDUCT OF THE SAME AND PROVIDING FOR A PENALTY FOR VIOLATIONS THEREOF," was duly passed by the Council on the 11th day of May, 1964, signed by the Mayor the 12th day of May, 1964, and published in the Times Republican on the 16th day of May, 1964.

June



Rena Van Orman, City Clerk
City of Marshalltown, Iowa.

MARSHALLTOWN

I O W A

24 N Center Street
Marshalltown, IA 50158

June 16, 2020

To: Mayor, Members of the City Council and City Administrator
From: Shari L. Coughenour, CMC, City Clerk
Re: Review of Chapter 77, Parking Schedule, Schedule II, No parking anytime

Policy Issue: Maintenance of current code

Recommendation:

Staff recommends the council correct Chapter 77, Parking Schedules, Schedule II, No parking anytime, pertaining to E Linn Street parking between South Center Street and S 3rd Avenue, to allow parking only on the south side, as previously authorized by the council. No public hearing is required.

Background:

There are two conflicting parking restrictions for the E Linn Street parking between South Center Street and S 3rd Avenue. I believe this was a codification oversight when the council allowed parking on the South Side of E Linn Street for the adjacent Emerson building, and the restriction of parking on “both sides” should have been removed.

The Downtown Master Plan included the further examination of Linn and Church Streets as two-way streets. This is part of the scope of work planned for the next phase of planning in Downtown, which is on the list to borrow \$100,000 for. If you want to proceed with the review of the one-way to two-way street conversion, we would recommend not making any changes to increase the parking on East Linn Street until that had been analyzed.

Budget Impact: None.

Attachments:

Proposed ordinance

City of Marshalltown
24 N Center Street
Marshalltown, IA 50158

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY
AMENDING CHAPTER 77, PARKING SCHEDULES, SCHEDULE II, NO PARKING ANY TIME

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 77 PARKING SCHEDULES, SCHEDULE II NO PARKING ANY TIME, Section (A):

<u>Side</u>	<u>On Street</u>	<u>From</u>	<u>To</u>
Both	18th Avenue	Marion Street	South city limits
Both	Anson Street	480 feet west of the centerline of S. Center Street	S. 4th Avenue
Both	Bohen Street	S. Center Street	S. 1st Avenue
Both	E. and W. 3rd Avenue ramps	S. 3rd Avenue	Nevada-Madison Street connection
Both	E. Anson Street	S. 12th Avenue	Stegman Boulevard
Both	E. Anson Street	S. Center Street	S. 4th Avenue
North	E. Boone Street	East line of S. Center Street	110 feet east
South	E. Boone Street	S. 1st Avenue	S. 2nd Avenue
South	E. Church Street	East line of S. 3rd Avenue	A point 60 feet east of east line of S. 4th Avenue
North	E. Church Street	S. 3rd Avenue	S. 5th Avenue
North	E. Linn Street	A point 20 feet west of the west line of the north-south alley between 4th Avenue and 5th Avenue	West line of said alley
Both	E. Linn Street	East line of S. 3rd Avenue east one-half block	West line of first north and south alley intersecting E. Linn Street
Both	E. Linn Street	S. 14th Avenue	S. 18th Avenue
North	E. Linn Street	S. Center Street	S. 3rd Avenue
Both	E. Linn Street	S. Center Street	S. 3rd Avenue
Both	E. Main Street	12th Avenue	East city limits
South	E. Main Street	40 feet west of the west line of N. 4th Avenue	85 feet east
North	E. Main Street	A point 68 feet east of the east right- of-way line of S. 3rd Avenue	A point 100 feet east
North	E. Main Street	East line of 3rd Avenue	28 feet east
Both	E. Meadow Lane	S. Center Street	S. 2nd Avenue
Both	E. Nevada Street	East line of S. 1st Avenue	To a point 196.5 feet east
Both	E. Nevada Street	S. 4th Avenue	S. 18th Avenue
South	E. Nevada Street	S. Center Street	S. 1st Avenue
Both	E. North Street	N. Center Street	N. 2nd Avenue
Both	E. Olive Street	S. Center Street	East city limits
North	E. South Street	East line of S. 3rd Avenue	The entrance to the Anson School parking lot
Both	E. South Street	S. Center Street	S. 3rd Avenue
South	E. Southridge Road	Beginning at a point 208 feet east of the east line of Plaza Drive	Thence east 180 feet
South	E. Southridge Road	East line of S. Center Street	190 feet east
North	E. Southridge Road	East line of S. Center Street	750 feet east
Both	E. State Street	East line of N. 5th Avenue	West line of N. 9th Avenue
North	E. State Street	N. 3rd Avenue	N. 4th Avenue
Both	E. State Street	West property line of N. 7th Avenue	A point 65 feet west
Both	Edgebrook Drive	South line of E. Olive Street	A point 85 feet south
Both	Fremont Street	East line of N. 27th Street	A point 50 feet east
Both	Iowa Avenue	East city limits	West city limits
Both	Jackson Street	S. 12th Avenue	S. 15th Avenue
Both	Madison Street	S. 4th Avenue	S. 9th Street
North	Marion Street	N. 2nd Avenue	N. 3rd Avenue
Both	Marion Street	N. 3rd Avenue	N. 18th Avenue
East	N. 10th Avenue	Lee Street	Woodbury Street
West	N. 10th Avenue	Marion Street	Bromley Street

East	N. 10th Avenue	Marion Street	Lee Street
Both	N. 12th Avenue	North line of E. Main Street	80 feet north
East	N. 14th Street	W. Main Street	W. State Street
East	N. 16th Street	Kalsem Boulevard	River Boulevard
West	N. 16th Street	W. Main Street	W. State Street
Both	N. 17th Street	Main Street	220 feet north (to the creek)
East	N. 1st Avenue	South line of east-west alley between Main Street and State Street	Thence 35 feet south
Both	N. 3rd Avenue	Anson Street	North city limits
East	N. 3rd Street	20 feet north of the north line of Summit Street	100 feet south of the south line of Summit Street
West	N. 3rd Street	Main Street	50 feet north
West	N. 3rd Street	North line of Summit Street	North 100 feet
West	N. 3rd Street	South line of W. State Street	60 feet south
East	N. 4th Avenue	North right-of-way line of Woodbury Street	55 feet north
Both	N. 4th Street	20 feet south of the south line of the alley south of Summit Street	20 feet north of the north line of the alley south of Summit Street
West	N. 5th Street	South line of the alley south of Summit Street	60 feet south
Both	N. 7th Avenue	E. Main Street	E. State Street
East	N. 7th Avenue	E. State Street	Bromley Street
East	N. 8th Avenue	E. Main Street	E. State Street
West	N. 9th Avenue	Bromley Street	State Street
East	N. 9th Avenue	E. Main Street	North to first alley intersection
East	N. 9th Avenue	Woodbury Street	State Street
West	N. 9th Street	Beginning at a point 100 feet south of the south line of Summit Street	Thence 25 feet south
Both	N. 9th Street	South line of Summit Street	South 100 feet
East	N. Center Street	South line of alley adjacent to Lot 6, Block 10 of original plat of Marshalltown (19 N. Center Street)	35 feet south
Both	N. Linwood Street	N. 4th Avenue	N. 3rd Avenue
South	Nicholas Drive	East line of S. 2nd Street	East 105 feet
Both	Riverside Street	2nd Avenue	N. 3rd Avenue
East	S. 11th Street	W. Church Street	W. Boone Street
Both	S. 12th Avenue	Main Street	South city limits
East	S. 13th Street	W. Church Street	W. Linn Street
East	S. 14th Avenue	South line of E. Linn Street	A point 60 feet south
Both	S. 15th Avenue	Jackson Street	Anson Street
Both	S. 15th Avenue	South line of E. Nevada Street	60 feet south
Both	S. 16th Avenue	North line of E. Nevada Street	40 feet north
East	S. 1st Avenue	120 feet north of the north line of E. Nevada Street	60 feet north
West	S. 1st Avenue	A point 78 feet north of the north line of Madison Street	126 feet north
East	S. 1st Avenue	E. Nevada Street	E. Madison Street
West	S. 1st Avenue	North line of E. Nevada Street	180 feet north
West	S. 1st Avenue	South line of east-west alley between Main Street and State Street	To a point 20 feet south
East	S. 1st Avenue	South property line of Boone Street	A point 186 feet south
West	S. 1st Street	Boone Street	A point 40 feet north
West	S. 1st Street	Washington Street South	Main entrance of YM-YW Building
West	S. 2nd Avenue	75 feet south of south line of E. Church Street	South 20 feet
East	S. 2nd Avenue	North alley line of the alley south of Linn Street	North 25 feet
East	S. 2nd Avenue	W. Madison Street	Nevada Street

Both	S. 2nd Street	Beginning at a point 53 feet south of the south line of W. Southridge Road	Thence 80 feet south
East	S. 2nd Street	Southridge Road	Nicholas Drive
East	S. 3rd Avenue	E. Anson Street	200 feet south of the south line of E. Anson Street
East	S. 3rd Avenue	North line of Southridge Road	A point 750 feet north
Both	S. 3rd Avenue	South line of Newcastle Road	420 feet south
Both	S. 3rd Street	S. 6th Street	W. Madison Street
West	S. 3rd Street	W. Madison Street	South line of east and west alley between 3rd Street and 4th Street
East	S. 3rd Street	W. Nevada Street	W. Madison Street
Both	S. 4th Avenue	Linn Street	Church Street
West	S. 4th Avenue	Nevada Street	Linn Street
East	S. 4th Avenue	South alley line of the alley south of Linn Street	South 25 feet
East	S. 4th Street	W. Ingledue Street	W. Olive Street
East	S. 6th Avenue	E. Anson Street	E. May Street
Both	S. 6th Street	Iowa Avenue	The intersection of S. 6th Street and S. 3rd Street (S. 6th Street connection)
Both	S. 6th Street	S. 3rd Street - S. 6th Street connection	Chicago NW Railroad Tracks
East	S. 6th Street	W. Main Street	W. Madison Street
Both	S. 9th Street	North line of Lincoln Way	A point 100 feet north of the north line of W. State Street
Both	S. Center Street	Church Street	South city limits
Both	S. Center Street Frontage Road	Berle Road	Westwood Drive
Both	S. Center Street ramps	Washington Street	South end of Center Street viaduct
Both	Summit Street	East line of N. 21st Street	270 feet east
North	Summit Street	West line of N. 4th Street	60 feet west
South	Swayze Street	10th Avenue	11th Avenue
South	Swayze Street	N. 3rd Avenue	N. 4th Avenue
North	Turner Street	S. 9th Avenue	S. 12th Avenue
Both	Village Circle	North edge of the pavement of Highway 30	50 feet north
Both	W. Anson Street	300 feet from intersection with S. Center Street	S. Center Street
North	W. Boone Street	S. 6th Street	1/2 block east
South	W. Boone Street	S. 6th Street	160 feet west
Both	W. Boone Street	S. 9th Street	S 12th Street
North	W. Church Street	East line of S. 3rd Street	60 feet east
Both	W. Church Street	East property line of S. 9th Street	A point 50 feet east
South	W. Church Street	S. 2nd Street	S. 3rd Street
Both	W. Church Street	West line of S. 9th Street	100 feet west
Both	W. Church Street	West property line of S. 9th Street	A point 50 feet west
North	W. Fremont Street	N. 16th Street	N. 18th Street
Both	W. Hibbs Boulevard	S. Center Street	S. 2nd Street
South	W. High Street	6th Street	West line of 2nd Street
North	W. High Street	West line of S. 2nd Street	West 500 feet
Both	W. Lincoln Way	9th Street	West city limits
North	W. Linn Street	20 feet east of the east line of S. 3rd Street east 160 feet	East 180 feet to the west line of the alley
North	W. Linn Street	East line of S. 13th Street	Extending east 180 feet
Both	W. Main Street	19th Street	West city limits
Both	W. Main Street	8th Avenue	9th Avenue
North	W. Main Street	West line of north-south alley between 2nd and 3rd Streets	A point 25.5 feet west
Both	W. Olive Street	S. 6th Street	S. 12th Street
North	W. South Street	West line of Center Street	A point 360 feet west
South	W. South Street	West line of S. Center Street	West 156 feet

Both	W. Southridge Road	West line of Center Street	A point 350 feet west
Both	W. State Street	East line of N. 7th Street	East 100 feet
Both	W. State Street	East property line of N. 9th Street	A point 50 feet east
Both	W. State Street	West property line of N. 9th Street	A point 50 feet west
Both	Washington/Player Streets	S. 2nd Street	S. 6th Street
South	Westwood Drive	West line of S. 6th Street	250 feet west
Both	Westwood Drive	West property line of Center	A point 570 feet west
Both	Wilson Circle	South line of Madison Street	100 feet south
South	Woodbury Street	N. 9th Avenue	N. 10th Avenue
Both	Woodbury Street	West line of N. 9th Avenue	170 feet
		Any terrace	Between curb and sidewalk

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this __ day of _____, 2020, and signed this __ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the __ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the __ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk

ORDINANCE SUMMARY

Marshalltown Ordinance #_____ makes changes to and codifies chapter 77 of the City Code relating to No Parking Anytime.

This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Shari L. Coughenour, City Clerk

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 17, 2020
RE: 2019 GO Bond Funds/Final Review of FY21 Bonding

The public hearing for the FY21 borrowing will come before the Council on July 13th to set the public hearing. The amount to be borrowed as well as the purpose need to be identified. With the recent bid from East Merle Hibbs coming in lower than anticipated, we wanted to make you aware of additional bond funds from the 2019 GO Bond. Below is the accounting of the bond, which shows \$1.1 million that is not needed to support the projects borrowed for.

New Projects:	Orig Est	Rev Est	Notes
Timber Creek Bridge Replacement	500,000	400,000	Bid \$349,910.80+contingency
West End Park- Phase 1	425,000	425,000	Bid \$433,736.76 (Fund 140 will pay excess)
East Merle Hibbs- Phase 1	4,000,000	3,000,000	Bid \$2,553,470.75+contingency
Sidewalk Gaps- Years 2	375,000	375,000	No project initiated yet
Anson Park Shelter/Restrooms	300,000	300,000	Project being revised
Total New Projects:	5,600,000	4,500,000	-
Existing Debt:			
Refunding GO Bond, series 2011	3,230,000	3,230,000	
	8,830,000	7,730,000	

While the \$1.1 million could be used for a number of different purposes (current debt reduction, other projects like Coliseum, other essential or general corporate purpose projects, future debt service levy, etc.), we need to know if the Council would like to utilize any of the funds for any of the projects listed below rather than borrowing. This is the final review of the FY21 borrowing as well before setting the public hearings.

Fund	Project	FY21 Revised
32	Fire Trucks	1,100,000
312	Airport Hangar/Terminal	2,000,000
353	Trail Replacement Project	250,000
353	Softball Complex Parking Lot	375,000
353	Tennis Court Reconstruction	684,000
353	Downtown Streets and Sidewalks	100,000
353	RR Crossing Safety Improvements	600,000
740	4th/Meadow Lane Storm Sewer	2,300,000
	TOTAL	7,409,000

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin





Joel T.S. Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

March 4, 2020

**To: Mayor Joel T.S. Greer
Members of the City Council**

From: Justin Nickel, P.E.
Public Works Director

Re: Easement Acquisition- 12th Ave Sidewalk

Policy Issue: None

Recommendation: Staff would like direction on whether to forgo further engineering and cancel the 12th Avenue Sidewalk Project or to direct staff to work with legal counsel on eminent domain proceedings

Background: On Wednesday evening, Heather Thomas and Jeff Sogge from CGA and Justin Nickel met with the CIFB to further discuss the need for easement along the CIF property for construction of a sidewalk. The discussion covered a number of scenarios to accomplish the goal of walkability in this area. The options discussed are outlined below.

1 – Return to the plan of constructing an 8' trail and the City maintain the trail, particularly snow removal. The board does not have equipment or personnel to keep up with snow removal. Con-Struct quoted the CIFB a snow removal cost of approximately \$5,000-\$8,000 during a harsh winter. The amount would be based on actual events utilizing man-hours and equipment costs. This option would require returning to the other property owners to acquire easements that were downsized after the change to a 5 foot sidewalk. CGA was also able to design a 5 foot sidewalk to be constructed entirely within the Right of Way adjacent to Steffen & Associates, 902 S 12th Street. The return to an 8 foot trail would require an easement from Steffen and Associates, who are opposed to the project and will not agree to an easement.

City Council

Gary Thompson, Mike Gowdy, Sue Cahill, Al Hoop
Gabe Isom, Bill Martin, Bethany Wirin



2 – An unofficial counteroffer was made for \$18,000 for the easement. The basis of this amount was that the CIFB could purchase equipment to perform the snow removal. After lengthy discussion, I believe CIFB would make a counteroffer for the City to pay an amount that would cover the equipment purchase as well as the employee cost for an undetermined length of time (30 years was discussed). The employee cost was also discussed as a commitment from the Council to pay for this amount in a yearly installment (again for as much as 30 years).

As discussed at the March 9th City Council meeting, the Council could exercise several other options.

1 – The 5 foot sidewalk can be constructed adjacent to all properties except the CIF grounds, leaving a gap in connectivity along 12th Avenue and Olive Street

2 – Make an official counter offer to CIFB of \$18,000 or another amount. If rejected, legal counsel advises that eminent domain is still an option available to the City. The provision cited by CIFB legal counsel is inapplicable to a condemnation proceeding. Eminent domain does not impair the authority of the fair to control and manage a fair event or the fairgrounds. The imposition of a sidewalk does not impair the fairs authority nor its management of a fair event.

Budget Impact: None

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Gary Thompson, Mike Gowdy, Sue Cahill, Al Hoop
Gabe Isom, Bill Martin, Bethany Wirin

